

## THE SCOTTISH UNION AND NATIONAL INSURANCE COMPANY.

(ESTABLISHED BY ACT OF PARLIAMENT.)

CAPITAL - - - - £6,000,000.

In which is incorporated THE LANCASHIRE AND YORKSHIRE INSURANCE COMPANY, LIMITED.

30, BROWN STREET, MANCHESTER.

This COMPANY'S GUARANTEE BONDS are accepted by  
H.M. COURTS OF CHANCERY and BOARD OF TRADE, and by  
all Departments of H.M. Government.

The "RED CROSS" POLICY of the Company provides against  
ALL ACCIDENTS and ALL ILLNESSES.

Policies are also issued indemnifying Employers in relation to the Work-  
men's Compensation Acts, 1897, 1900, and 1906, the Employers' Liability  
Act, 1880, and at Common Law, and Public Liability (Third Party) Risks.

R. KENNEDY MITCHELL,  
Manager Accident Department.

PHOENIX ASSURANCE CO., Ltd.

## PHOENIX FIRE OFFICE.

ESTABLISHED 1782.

19, LOMBARD STREET, and 57, CHARING CROSS, LONDON.

Lowest Current Rates.

Liberal and Prompt Settlements.

Assured free of all Liability.

Electric Lighting Rules supplied.

X

### IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of  
LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of  
LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to

THE LICENSES INSURANCE CORPORATION AND  
GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

MORTGAGES ON LICENSED PROPERTIES GUARANTEED.

LEGAL AND GENERAL LIFE ASSURANCE  
SOCIETY.

ESTABLISHED 1836.

FUNDS	-	-	-	-	£ 5,123,000
INCOME	-	-	-	-	£ 678,000
YEARLY BUSINESS	-	-	-	-	£ 2,600,000
BUSINESS IN FORCE	-	-	-	-	£ 19,000,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society  
and embraces every modern advantage.

### PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :- Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

## The Solicitors' Journal and Weekly Reporter.

LONDON, FEBRUARY 16, 1907.

\* The Editor cannot undertake to return rejected contributions, and  
copies should be kept of all articles sent by writers who are not on  
the regular staff of the JOURNAL.  
All letters intended for publication must be authenticated by the name  
of the writer.

### Contents.

CURRENT TOPICS	259	LEGAL NEWS	267
SALES BY AUCTION	262	COURT PAPERS	266
SEIZURE AND POSSESSION	263	WINDING-UP NOTICES	266
REVIEWS	264	CREDITORS' NOTICES	266
SOCIETIES	267	BANKRUPTCY NOTICES	269
		PUBLIC GENERAL STATUTES	

### Cases Reported this Week.

Burr v. Theatre Royal Drury Lane (Lim.)	265
Catigi v. M'Gregor	266
National Bank of Wales (Lim.), Re. Massey and Giffin's Case	266
Rex v. Garrett and Mayor, &c., of Wandsworth	265
State Banking Corporation (Lim.), Re	265
Wilson (Deceased), Re. Wilson v. Batchelor	266

### Current Topics.

#### The New County Court Judge.

THE VACANCY in the judgeship of the Sheffield County Court District has been filled by the appointment of Mr. WILLIAM DENMAN BENSON. Mr. BENSON was called to the bar in 1874 and is a member of the South Wales and Chester Circuit, on which we understand he has had a considerable practice.

#### Service of Proceedings in the Lancaster Court of Chancery Outside Lancashire.

A VERY important point with reference to winding-up proceedings in the Court of Chancery of Lancaster has been decided by the Court of Appeal in *Re State Banking Corporation (Limited)* (reported elsewhere). The High Court, as was determined in *Re Anglo-African Steamship Co.* (32 Ch. D. 348), has no jurisdiction to order service of such proceedings on persons residing out of its jurisdiction, and *prima facie* a similar restriction would apply to the Lancaster Court of Chancery. But the Court of Chancery of Lancaster Act, 1854, by section 8, empowers the Court of Appeal, in all cases in which a person who may be a necessary or proper party "to any suit or other matter" in the Palatine Court is not subject to its jurisdiction, either to order a transfer of the proceedings to the High Court or to direct service out of the jurisdiction of the Palatine Court. This consequently enables proceedings in winding up to be served in suitable cases on persons residing in England outside the county of Lancaster, and in the present case the Court of Appeal ordered such service of summonses for a balance order to enforce a call due from contributories.

#### The Value of Cross-examination.

THE American newspapers, in their reports of the trial of Mr. THAW for murder, have much to say of the skill and ability of Mr. WILLIAM TRAVERS JEROME, the District Attorney of New York, who conducted the cross-examination of the medical witnesses for the defence. Cross-examination, in every court where the English language is spoken, has always been considered to be one of the more important branches of advocacy, and many persons are accustomed to think that a barrister would be guilty of a serious breach of duty if he neglected to test by cross-examination the credit of a witness called by the opposite party. But it must not be forgotten that in the civil law the practice is wholly different from that in England, that

in the French courts there is no cross-examination as we know it, while even in our country some of the most eminent practitioners have thought that it may be carried too far. Sir JAMES SCARLETT, afterwards Lord ABINGER, was second to none of our English advocates in address and experience, and it is well to hear what he has to say on the subject in the unfinished fragment of his autobiography: "I learned by much experience that the most useful duty of an advocate is the examination of witnesses, and that much more mischief than benefit generally results from cross-examination. I cross-examined in general very little, and more with a view to enforce and illustrate the facts I meant to rely on than to affect the credit of the witnesses—for the most part a vain attempt." A distinguished successor of Sir JAMES SCARLETT on the Northern Circuit—Lord RUSSELL of KILLOWEN—would perhaps have been of a different opinion, but those who were familiar with his advocacy will remember that in cross-examining a witness he always proceeded with the greatest caution and deliberation.

#### The Criminal Statistics for 1905.

IN THE Introduction to the Criminal Statistics for 1905 which have been issued this week, Sir JOHN MACDONELL deals at some length with the question whether crime is increasing or diminishing. The figures, on the face of them, shew an increase in indictable offences in 1905 over 1904. The number of such offences known to the police for 1904 was 92,907; for 1905 it was 94,654; while the annual average for 1901-5 was 87,591. The number of persons tried for indictable offences in 1904 was 59,960; in 1905 it was 61,463; and the annual average for the period just mentioned was 58,478. There was also a rise in the proportion of such persons per 100,000 of the population; though it is to be noticed that the figures for 1904 and 1905 were lower than for any period except 1896-1900, which was a period of exceptional immunity from crime. On the other hand, there was in 1905 a decrease in non-indictable offences—729,727 as against 747,149 for 1904. The latter figure was the largest, with the exception of that for 1899, since 1857. Of the course of crime during the last thirteen years Sir JOHN MACDONELL says that, taking as a test the persons tried for indictable offences, there was a fall from 1893 to 1895, crime was stationary from 1895 to 1899, with the exception of 1898, when there was a slight temporary movement upwards, and there has been a continuous rise, with one exception (1902), since 1900. But to answer the question "Is crime increasing?" he points out that it is necessary to go further back, and then it appears from the figures that there has been a remarkable decrease relative to population in the number of persons tried for indictable offences as compared with the returns of twenty-five or thirty years ago. Notwithstanding, therefore, the present increase, the figures appear on the whole to be satisfactory.

#### The Immunity of Financial Frauds.

BUT WITH reference to the reliability of these statistics Sir JOHN MACDONELL points out that various causes militate against the figures being exactly accurate criteria of the amount of crime. In particular account must be taken of the difficulties in the way of prosecuting some classes of offenders and the reluctance to make use of criminal proceedings against others. Some crimes, he says, probably very common, are practically not punished, and he instances the case of complex financial frauds. The cost of prosecution, he says, is too great, and the results before a jury are too dubious. The remarks in which Sir JOHN MACDONELL develops this theme will bear quoting: "I am stating merely my own opinion in saying that there are more obstacles than there were, in the intricacy of the facts and in the technical nature of modern financial transactions, to successful prosecutions for fraud before a jury. The existence of joint stock companies, the forms and documents which hide the real operator, and the complexity of modern financial operations tend to obscure the legal issues, and increase the difficulty of making any particular persons responsible. A fraud which would be detected and punished if it were committed by A. and B. acting as individuals may be concealed, or it may be hard to bring guilt home to them if, to mask their devices and to hide or efface traces of their action, they create, with the aid of dummy signatories to the memoranda

of association, two or three companies playing into each others' hands. The Bankruptcy Court has frequently before it cases in which frauds are brought to light without prosecution following. Often the victims of fraud prefer civil proceedings, under which damages or restitution can be obtained, to criminal proceedings under which, by our law, they can rarely obtain either." It requires but little acquaintance with recent cases of fraudulent dealings with the funds of joint stock companies to appreciate the truth of these remarks. Sir JOHN MACDONELL also goes minutely into the statistics with respect to particular classes of offences, but he does not find in the figures any clear corroboration of the idea that crime and drunkenness go together. "On the whole," he says, "it would seem that the consumption of spirits follows the movements of trade, increasing when it is prosperous and declining when it is bad. The reverse is, speaking generally, true of crimes against property. Drunkenness is no doubt the cause of many crimes, and is the accompaniment of many others. But the theory of the close correspondence between crime and drunkenness must be viewed with caution." A feature in the statistics which is readily intelligible is the sudden rise into prominence of offences relating to motor-cars—6,777 for 1905, though bicycles beat them with 9,113 offences.

#### Liability of Purchaser of Motor Carriage for the Act of Chauffeur in the Employment of the Seller.

THE FRENCH courts have just decided a question affecting the liability of the manufacturers and proprietors of motor carriages. The manufacturers of these carriages occasionally deliver them at the homes of those who have ordered them, and when this happens the carriage is taken to the buyer by a chauffeur in the employment of the manufacturer. This chauffeur often remains for some days at the disposition of the buyer in order that he may make him familiar with the working of the machine, and, if required, train the chauffeur who will in future be put in charge of the carriage. In August last a gentleman residing in Paris ordered a motor carriage from a house in Orleans. This carriage was delivered in Paris, and was placed in charge of a chauffeur who was habitually employed by the manufacturers. The day after the delivery of the carriage it ran against and overturned a washerwoman's cart and caused damage, for which the person injured brought an action against the owner of the carriage. The defence was that the action was misconceived, and should have been brought against the manufacturers by whom the chauffeur was employed. To this the plaintiff answered that the chauffeur at the time of the accident was temporarily in the employment of the proprietor. The court adopted this view, holding that in deciding the question it was necessary to take into account not merely the selection of the chauffeur and the person by whom he was paid, but how far he was subordinate to the proprietor, and that the facts were sufficient to establish the relation of master and servant between them. We believe that under similar circumstances the liability of the purchaser of a motor carriage in England for the chauffeur supplied by the vendor is regulated by express agreement.

#### Imprisonment for Non-payment of Poor Rates.

A CASE reported in one of the newspapers, in which a poor woman appealed for advice to a metropolitan police magistrate, seems *prima facie* to be one of great hardship. Her story was that she and her husband occupied two rooms in a house in Mile End at a rent of 5s. 6d. a week, two or three other families having rooms in the same building. By some mistake the husband had been assessed to the poor rate in the rate-book as the occupier of the whole house; had been summoned for non-payment of the rate, amounting to £2 13s.; and had been committed to prison for fourteen days in default of distress. The magistrate expressed his sympathy, but was unable to suggest any remedy. Is it really possible that under the English poor law statutes a workman should be assessed to the poor rate in respect of premises of which he is not the occupier, and afterwards sent to prison because he has not forty shillings in the world and cannot satisfy an unrighteous claim? We have never been able to think that these statutes are a clear and comprehensive code of law, but it is

possible that the magistrate did not hear the whole of the story. Did the unfortunate man or did his wife apply to the overseers for any explanation of the demand for payment of the rate? If no application was made (it is scarcely reasonable to suggest an appeal against the rate), what occurred on the application for a distress warrant and the subsequent application for a commitment under the Distress for Rates Act, 1849? The magistrates are bound to hear the party summoned and they have a discretion as to whether he should be committed to prison. They may not have been impressed with the credibility of the explanation which was offered to them. But in any view of the matter we cannot see why the law of imprisonment for non-payment of rates should not be administered on the same principles as the law of imprisonment under procedure in the county courts.

#### Passenger by Railway Going by Mistake Beyond His Station.

A DECISION recently given by his Honour Judge WILLIS in the Southwark County Court was upon an interesting point in the law of carriers of passengers. The action was brought by the London and South-Western Railway Co. to recover 1s. 2d., the amount of certain railway fares, as being due from the defendant, a passenger. It appeared that on the 27th of November the defendant travelled in a first-class carriage from Waterloo to Wimbledon. He then tendered the return half of a first-class ticket from Waterloo to Clapham Junction, and was asked for another 7d., the excess fare, which he refused to pay. He returned to Clapham Junction, and was then asked for another 7d., the fare from Wimbledon to Clapham Junction, and again refused payment. There was evidence that he had in the first instance gone by mistake beyond his destination, and, instead of getting out at Clapham Junction, had gone on to Wimbledon. The learned judge, in giving judgment, said that he had come to the conclusion that there was no contract by which the defendant undertook to pay for being carried from Clapham Junction to Wimbledon, and still less for his conveyance from Wimbledon to Clapham Junction. If it had been proved that the defendant intentionally went beyond his destination he would have ordered him to pay the extra fare, but he was certain that the defendant never intended to go on to Wimbledon, while the return journey was made with a knowledge on the part of the company's servants that he did not intend to pay. He would not say that if a man went beyond his journey through a blunder there was any liability on the part of the railway company to return him free of charge, but it was the practice to do so. He gave judgment for the defendant with costs. It not uncommonly happens that a passenger, having fallen asleep or being immersed in a book, is carried beyond his destination. It may also happen that after alighting from his carriage he returns to it in search of some article which he has missed, and is suddenly hurried away to another station. It can scarcely be said in such cases that there is a contract on his part to pay the extra fare, though the company would probably require him to pay it if he took his departure from the more remote station. But it is quite another matter whether they would be entitled, on proof of what had occurred, to retain the money, and they would probably make no difficulty about refunding it.

#### Prerogative of the Crown in Bankruptcy Administration.

BY SECTION 150 of the Bankruptcy Act, 1883, the priority of the Crown over other creditors in the distribution of assets in bankruptcy is taken away. In many colonial statutes framed upon the lines of the English Bankruptcy Acts this particular provision has not found a place, and the actual decision of the Judicial Committee in *Commissioners of Taxation v. Palmer* (*Times*, 11th inst.), on appeal from the Supreme Court of New South Wales (reported as *Re Marten, Ex parte Commissioners of Taxation*, 5 S. R. (N.S.W.) 181), deals with a point which could hardly arise under the English Bankruptcy Acts. The judgment is, nevertheless, of some interest, even in England. It was held that the Crown did not, by submitting to come in under the administration of the assets in a bankrupt estate, lose the prerogative which enables the right of the Crown, when this comes in competition with the rights of subjects, to prevail. The

Supreme Court of New South Wales (affirming by a majority the decision of the court of first instance) had held that the Crown had, by electing to come in under the assignee's administration of the estate, lost the right—which otherwise it would admittedly have had—of standing outside the Colonial Bankruptcy Act altogether. The same view had been taken in Canada and in other Australian courts, so that the decision of the Judicial Committee will have a far-reaching effect. It is noteworthy that the observations of the Court of Appeal in *Re Henley & Co.* (1878, 9 Ch. D. 469), although made in a case which arose under the Companies Acts and not the Bankruptcy Acts, and although amounting only to alternative reasons for a decision already stated upon other grounds, were yet held to constitute a binding statement of law of the same value as an actual decision. On this point—the proper judicial value to be assigned to the observations upon the Crown's prerogative made in *Re Henley & Co.*—the colonial courts were also held to have been mistaken. Every case like this, turning on extremely fine distinctions and having far-reaching consequences throughout the King's dominions beyond the seas, goes to build up a cumulative argument in favour of the constitution of a single final Appeal Court for the Empire.

#### Passengers' Luggage.

A CASE of widespread interest was tried at the Liverpool County Court on Monday last. The action was brought against the Cheshire Lines Committee to recover £49 2s., the value of a box and its contents, belonging to the plaintiff, which had been lost in the course of a railway journey. The main defence was that the defendants were protected as to the major portion of the claim by the limit of liability provided for in section 1 of the Carriers Act, 1830. This section provides that "no common carrier by land for hire shall be liable for the loss of or injury to any articles" of the description therein specified (which would cover the goods claimed for in the present case) "contained in any parcel which shall have been delivered either to be carried for hire or to accompany the person of any passenger in any mail or stage coach or other public conveyance," when the value of such articles contained in such parcel shall exceed £10, in the absence of a declaration and special agreement. There had been no such declaration, and at first sight the defence seems unanswerable. But the plaintiff argued that the box and its contents were personal luggage on a railway, and as such did not come within the section of the Carriers Act. It was contended that under rule 5 of the Regulations in the Schedule to the Railways Construction Facilities Act, 1864, the defendants were bound to carry a certain amount of passenger's ordinary luggage, and that it was under this rule the articles in question were being carried. Therefore section 1 of the Carriers Act was *pro tanto* overruled by the later Act. In the result his Honour Judge SHAND found that the Carriers Act did not apply and gave judgment for the full amount. It was stated that there was no reported case bearing upon the precise point, which is somewhat remarkable considering the importance of the principle and the number of cases in which the facts must have been very similar. Should the decision stand, the position of railway companies will probably call for further legislation, but we should be much surprised if the defendants allow the matter to drop without an appeal.

#### The Right to Undisposed of Residue as Between Executors and the Crown.

THE OFFICE of executor does not now contain the same possibility of profit as before the passing of the Executors Act, 1830 (11 Geo. 4 & 1 Will. 4, c. 40), but, in the event of there being no next-of-kin, he is still entitled to any undisposed of residue provided the will does not shew an intention to exclude him, and whether it shews such an intention or not is a matter between him and the Crown, which in such case will benefit by his exclusion. By the Act of 1830 the executor is declared to be trustee for the next-of-kin of the undisposed of residue, unless it shall appear by the will that he was intended to take beneficially, but the rights of the executor in the case where there are no next-of-kin are expressly saved by section 2. It is quite possible, however, that the testator may have used words in the will which, although inserted for an entirely different

purpose, shew by implication that he did not contemplate that the executor would take the residue beneficially. This will be so, for instance, if the testator has given the executor a pecuniary legacy, for by making him a gift of a part of the estate he has by implication shewn that he does not mean him to have the whole. In *Dicks v. Lambert* (4 Ves. 725) ARDEN, M.R., spoke of the rule that a gift of part to an executor bars him of the whole as one that had long prevailed; and it is the same where pecuniary legacies of the same amount are given to each of several executors. But if a legacy is given to only one of the executors, or if legacies are given to them unequal in amount, this rule is deemed to be excluded, and such a gift is not the expression of an intention that they shall not take the residue beneficially. In *Pratt v. Sladden* (14 Ves. 193) it was said, with reference to the law prior to the Executors Act, 1830, that the executor would take undisposed of residue beneficially unless there was a strong and violent presumption that he should not so take, and this seems still to hold good in cases to which, owing to failure of next-of-kin, that Act does not apply, and where the contest is between the executors and the Crown. Hence, while equal legacies to the executors will exclude them from the residue, unequal legacies will not. But in the case of *Re Glukman* (1907, 1 Ch. 171) before SWINYER EADY, J., recently, a gift of equal pecuniary legacies to three executors was accompanied by gifts of specific legacies to two of them, and the question was whether this made the legacies to the different executors unequal for the purpose of the rule, so as to entitle the two surviving executors as against the Crown to undisposed of residue of some £12,000. The learned judge held, however, that the test was, not whether the executors took unequal benefits in the estate, but whether any part was given to them equally of what would otherwise belong equally to them as undisposed of residue; and, taking this test, the gift of equal pecuniary legacies barred them from taking the residue, which accordingly went to the Crown.

#### The Punishment of Criminals.

WE HAVE read with some surprise a report of what occurred at a recent trial at the Central Criminal Court, when a man who had served as a stoker in the Navy was found guilty of receiving goods knowing them to have been stolen. He had previously undergone imprisonment for burglary. The judge having said that he would postpone sentence to see if something could be done for the prisoner, a juryman in waiting interposed and offered to communicate with his firm in Manchester, who, he had no doubt, would give the man work. The judge thereupon expressed himself as much obliged by the offer, and said that if there were more gentlemen like the juryman, it would be a great advantage to the community at large. The report is necessarily a brief one, and we do not know whether we are wrong in drawing the inference that the court considered it would be for the public benefit if respectable employment were found for criminals instead of subjecting them to punishment. Much has been recently said of the number of unemployed workmen in the metropolis and large towns of the United Kingdom, and opinion is sharply divided as to the existence of any duty on the part of the Government to assist them in procuring employment. Is the question to be settled by restricting the right to employment to those who have been convicted of criminal offences? Is the duty of the judge, according to any theory of modern punishment, to be limited to speculations as to what is likely to affect the future career of one who has twice exposed himself to the penalties of the law, or is he under some obligation to inflict a punishment which may act as a deterrent to others who may be tempted to become criminals?

Sir Albert Rollit has been decorated with the Grand Cross of the Order of St. Sava, First Class, a Serbian decoration which is very seldom conferred upon foreigners.

The following official statement was issued on Tuesday night with reference to the music-hall dispute: "The Board of Conciliation met this afternoon, at 1, Durham-house-street, Strand, when it was reported that the arbitration of Mr. G. R. Askwith had been unconditionally accepted by all artists, and arrangements are being made to carry this into effect at once. The whole of the questions in dispute will be submitted to Mr. Askwith without reservation."

## Sales by Auction.

### II.

WE noticed last week the principle established by *Warlow v. Harrison* (8 W. R. 95, 1 E. & E. 309) that an auctioneer who, upon a sale stated to be without reserve, declines to knock down the property to the highest *bonâ fide* bidder, is liable to him in damages, either for breach of contract that the sale is without reserve, or for breach of warranty that he has authority to sell without reserve. And that the auctioneer is responsible to the highest bidder if, after accepting the bid, he prevents the contract from becoming enforceable was recognized in *Johnston v. Boyce* (1899, 2 Ch. 73), but in that case the sale had gone off owing to the auctioneer declining, on the vendor's instructions, to accept payment of the deposit by cheque. In this he was justified. No custom, said COZENS-HARDY, J., had been proved to oblige vendors to receive the cheque even of a person in good credit, though it was, doubtless, usual to do so; and the highest bidder in that case was not a person of credit, though in fact the cheque which he tendered would have been provided for by his wife, for whom he was buying.

The question of the auctioneer's liability to the highest bidder was again directly raised in *Rainbow v. Howkins* (1904, 2 K. B. 322), where the defendant, an auctioneer, had been instructed to sell a pony subject to a reserve price of £25. Inadvertently he stated at the auction that the sale was without reserve, and accepted the plaintiff's bid of fifteen guineas as the highest bid. Immediately afterwards he discovered his mistake, and informed the plaintiff of it. Thereupon he put up the pony for sale again, and it was bought in at seventeen guineas. No note or memorandum in writing of the sale to the plaintiff was made by the defendant. The plaintiff put the claim under two heads: (1) for delivery of the pony under the contract of sale—but in this he failed for want of a memorandum in writing—and (2) for damages for breach of the defendant's warranty of authority to sell the pony. Upon the authority of *Warlow v. Harrison* (*supra*) it would seem that the second claim should have succeeded, for the auctioneer had offered the pony without reserve, when in fact he was only authorized to sell subject to a reserve price. But the Divisional Court (Lord ALVERSTON, C.J., and WILLS and KENNEDY, JJ.), who were hearing the case on appeal from the county court, distinguished *Warlow v. Harrison* upon the ground that there the auctioneer refused to accept the plaintiff's bid as the highest. "In that case the auctioneer never made a contract, as he refused to accept the plaintiff's bid, although it was the best genuine one, and therefore he never did effect a contract between his principal and the plaintiff."

In the case before the court, on the other hand, the auctioneer had, by accepting the bid, made a contract, and it was only a question of its enforcement. So far as regarded the failure to reach the reserve price the plaintiff's claim could not, it was held, have been resisted by the vendor, since, assuming an enforceable contract to have been made, the vendor would not have been able to repudiate it on the ground that the reserve price had not been reached. "The defendant, the auctioneer," said KENNEDY, J., in delivering the judgment of the court, "had an apparent authority, which his principal, if he had been sued by the plaintiff, would not have been allowed in point of law to repudiate, after a sale had been concluded by the hammer being knocked down, upon the ground that his private instructions had been contravened by the auctioneer in selling without reserve." There remained the question of the auctioneer's liability for failing to complete the memorandum, which would have bound the vendor and so given an action on the contract to the plaintiff; but the action was not framed to raise the question, and the court consequently did not deal with it.

The question of the liability of the auctioneer under such circumstances as the above has now again been raised in *McManus v. Fortescue & Branson* (*ante*, p. 245). The defendants, who were auctioneers, had been instructed to offer for sale certain property, including, as lot 2, a corrugated iron building. The conditions of sale stated that each lot would be offered subject to a reserve price, and that the vendors reserved the right of bidding up to

the reserve price. The highest bidder for each lot was to be the purchaser. The plaintiff bid £85 for lot 2, and the auctioneer knocked down the lot to him. Before the memorandum of sale was signed by the auctioneer he opened the sealed envelope containing the reserve price, and then discovered that the reserve was £200. Thereupon he withdrew the lot and refused to sign the memorandum. The plaintiff brought the action for breach of duty by the auctioneer for refusing to sign the memorandum, but PHILLIMORE, J., held that no such duty was by law imposed on the auctioneer, and he declined to allow an amendment so as to base the claim on breach of warranty of authority, inasmuch as the damages would be only nominal.

The case, it will be seen, differs from those referred to above in that the sale was expressly stated to be subject to a reserve price, and this, in the view of the Court of Appeal, who affirmed the decision of PHILLIMORE, J., was conclusive as to the auctioneer's liability. The proceedings throughout were subject to the condition of the reserve price being reached, whatever that price might be, and since, in fact, it was not reached, there was no sale. There was no reason, therefore, for the auctioneer to complete the memorandum, even if the law ordinarily imposed such a duty upon him, nor was there any representation by him as to his authority. The latter statement is, perhaps, not quite clear, for the fact of his knocking down the property at £85 might not unnaturally have been taken as a representation that the reserve price had been exceeded. But this, apparently, would have made no difference, since it was intimated that, so far as *Rainbow v. Hawkins* treated the reserve price as a matter only between the vendor and the auctioneer until communicated to the purchaser, it was not to be followed. An auctioneer has only a special authority, and it is for the intending purchaser to find out, at any rate when the sale is stated to be subject to a reserve price, what that reserve price is. When the case of a sale stated erroneously to be without reserve next arises, both *Warlow v. Harrison* and *Rainbow v. Hawkins* will require further consideration; but where the sale is stated to be subject to a reserve price, it would seem that, under the present decision, the auctioneer who finds he has made a mistake, and stops further proceedings under the sale, incurs no liability thereby. He is under no duty to complete the contract by making the necessary memorandum, nor is he liable for any breach of warranty of authority. It is singular that the relation of the parties to such an ordinary transaction as a sale by auction should be involved in so much obscurity.

## Seisin and Possession.

LORD MANSFIELD, in his famous judgment in *Taylor v. Horde* (1 Burr. 60; Sm. L. C.), founded the distinction which he drew between seisin and other kinds of possession upon the learning of feuds: "Seisin is a technical term to denote the completion of that investiture by which the tenant was admitted into the tenure, and without which no freehold could be constituted or pass: *Sciendum est feudum, sine investitura, nullo modo constitui posse* (Feud. Lib. 1, 25; 2, 1; 2 Craig 2, 2)." On this Professor MAITLAND remarked, in one of the papers recently referred to with approval in a judgment of the Privy Council (*Perry v. Clissold*, 1907, A. C., at p. 80): "But it will have occurred to many readers as a little strange that LORD MANSFIELD, instead of vouching some English writer, GLANVILLE or BRATON, LITTLETON or COKE, to warrant what he thus said about a word which, for many centuries, had been constantly in the mouths of English lawyers, should have appealed to certain ancient Lombards and a modern Scotchman. The truth seems to be that there was no old English authority available for the purpose. Seisin is possession; that is what BRATON says at the outset, that is what COKE says at the close of the mediæval period; one and the other would have been surprised to hear that any act or consent on the lord's part is necessary to constitute seisin": L. Q. R., Vol. I., at p. 324. He then quotes from Co. Litt. 200b: "Seisin is a word of art, and in pleading is only applied to a freehold at least, as *possessed*, for distinction sake, is to a chattel real or personal." Finally, at p. 340, Professor MAITLAND said: "However strange may be the legal consequences which we find annexed to the seisin

of land, they are not the result of a military policy, or anything of the sort, they are what were once considered the natural consequences of possession." Shortly, at the present day, seisin is, as in the time of COKE, possession—"seisin" being solely appropriated to describe the possession of freeholders, whilst "possession" usually describes the possession of owners of a chattel interest: see Challis R. P. (2nd ed.), p. 54. But "possession" is also commonly used of the seisin or possession of a freeholder: see, for instance, *Lyell v. Kennedy* (1889, 14 A. C., at pp. 456, 457), *Perry v. Clissold* (1907, A. C. 73). And, moreover, the expression "equitable seisin" has been applied to actual possession for a freehold estate under an equitable title, by courts of equity before the Judicature Acts: see *Casborne v. Scarfe* (1737, 1 Atk. 603, Wh. & T. L. C.), *Parker v. Carter* (1844, 4 Ha., at p. 413). In each of these two latter cases the husband was held to be sufficiently "seised" of his wife's equitable freehold to entitle him to the estate of tenant by the curtesy; in *Casborne v. Scarfe* the legal estate was in a mortgagee, whilst in *Parker v. Carter* it was in trustees of a settlement. The question has now been raised whether the owner of the equitable fee simple, dying in 1905 and leaving the legal fee in a mortgagee who had not taken possession but was unredeemed, can be said to have been "seised" of the land at the time of his death. This question has been decided in the affirmative by Mr. Justice KEKEWICH in *Copestake v. Hoper* (Times, 9th inst.).

The land in this case was an ancient freehold tenement of a manor, and one of the customary incidents of the tenure was that a heriot was due to the lord on the death of the tenant "solely seised." In 1887 RICHARD HOPER, the owner in fee, had executed a legal mortgage of the land, and this mortgage was still in existence when HOPER died in 1905. HOPER was in possession at the date of his death, and the mortgagee had not taken possession. On HOPER's death the lord of the manor, the plaintiff, seized a horse as the heriot due to him, and the claim was resisted by HOPER's executors, the defendants, on the ground that their testator was not "solely seised" of the land at the time of his death; their contention was that the "seisin" was in the mortgagee. KEKEWICH, J., held that the seisin was not in the mortgagee, but had been in the mortgagor at his death. The steps in the reasoning which led to this conclusion were as follows: Seisin is possession of land for a freehold estate (Poll. & Mait. Hist. Eng. Law); a mortgagor in possession has a freehold estate, and is rightfully entitled to the possession, notwithstanding that he may have conveyed his legal estate in the land to a mortgagee (*Casborne v. Scarfe*, *supra*; *Heath v. Pugh*, 1878, 6 Q. B. D. 345); the mortgagee out of possession, and with merely the legal estate, is not seised or possessed of the land, but has only a right of entry in certain events (*Leach v. Jay*, 1878, 9 Ch. D. 42); the mortgagor only, and not the mortgagee, having possession and the right to present possession, the mortgagor must be taken to be the person "seised" of the land. The references to the authorities cited were, in the judgment as reported, extremely brief, and the grounds of the decision will be more intelligible if these authorities are now quoted somewhat more fully.

As to "seisin" being the technical term for possession of land for a freehold estate, something has already been said. Two passages from Pollock & Maitland's History of English Law may be quoted: "Seisin is possession . . . it is connected with 'to sit,' and 'to set'—the man who is seised is the man who is sitting on land; when he was put in seisin he was set there, and made to sit there. Thus seisin seems to have the same root as the German *besitz* and the Latin *possessio*. . . ." In course of time *seisin* became a highly technical word . . . : Hist. Eng. Law (2nd ed.), ii., 29. "From the thirteenth century onwards English law has on its hands the difficult task of maintaining side by side two different possessions or seisins, or (to adopt the convenient distinction which is slowly established during the fourteenth and later centuries) a seisin and a possession": *Id.* 110.

With respect to the rights of a mortgagor, and the true nature of his equity of redemption, it is to be noted that although *Casborne v. Scarfe* was decided as early as 1737, yet this was four years later than the Mortgage Act, 1733 (7 Geo. 2, c. 20), by which courts of common law were enabled to take cognizance

of a mortgagor's equity of redemption. This enactment did much to prepare the way, so far as the law of mortgage was concerned, for the further changes made by the Judicature Acts in 1875, when it could be said, with respect to equitable rights other than those of a mortgagor, that "the court is not now a court of law or a court of equity; it is a court of complete jurisdiction": *Pugh v. Heath* (1882, 7 A. C., at p. 237). This judgment of the House of Lords in *Pugh v. Heath* adopted the judgment delivered by Lord SELBORNE in the Court of Appeal in *Heath v. Pugh* (6 Q. B. D., at p. 359), which is expressly referred to and partially quoted by KEKEWICH, J., in the present case. Lord SELBORNE points out that under the Judicature Acts a mortgagor entitled to possession is also entitled to sue for possession and for recovery of rents in his own name, and the Mortgage Act, 1733, is also referred to; but the greatest reliance is placed upon *Casborne v. Scarfe*, and the following passage from Lord HARDWICKE's judgment is quoted (6 Q. B. D., at p. 360): "An equity of redemption has always been considered as an estate in the land, for it may be devised, granted, or entailed with remainders . . . and therefore cannot be considered as a mere right only, but such an estate whereof there may be a seisin. The person, therefore, entitled to the equity of redemption is considered as the owner of the land, and a mortgage in fee is considered as personal assets. . . . The interest in the land must be somewhere, and cannot be in abeyance, but it is not in the mortgagee, and therefore must remain in the mortgagor." Lord SELBORNE also quoted (p. 361) from *Blake v. Foster*: "There can be no two things more distinct or opposite than possession as mortgagee and possession as owner of the estate."

With respect to the mortgagee having merely a right of entry, as to which *Leach v. Jay* and *Williams on Seisin* are cited, the facts in *Leach v. Jay* were these: A testatrix had a good paper title to the legal fee simple in certain land, but another person had before her death taken wrongful possession of the land. This land the testatrix had purported to devise by her will as "all real estate (if any) of which I may die seised." It was held that, in the absence of any context to explain the technical word "seised," it must be given its technical meaning, and, the testatrix being out of possession, the land did not pass by the will. The passage from *Williams on Seisin* there quoted runs: "If a person wrongfully gets possession of the land of another he becomes wrongfully entitled to an estate in fee simple, and to no less estate in that land. . . . The rightful owner in the meantime has but a right of entry, a right in many respects equivalent to seisin; but he is not actually seised, for if one person is seised another person cannot be so." This is applied to the case of mortgagor in possession *a fortiori*, for, as quoted by KEKEWICH, J., from *Heath v. Pugh*, "it was of the nature of the transaction that the mortgagor should continue in possession. His possession was rightful, and not by wrong."

Apparently, the only ground on which the decision in *Copestake v. Hoper* could be attacked would be that the meaning to be given to "seised" must be the meaning which the word had before the growth of Chancery jurisdiction in the seventeenth century had resulted in the equitable estate coming to be considered an actual estate in the land, in which case the possession of the mortgagor might be held to be the seisin of the mortgagee. Even if that view were to prevail, the case would still constitute a distinct advance in the direction of reducing the interest of a legal mortgagee to the level of incumbrance instead of quasi-ownership. Moreover, the proposition "Seisin is possession" will have received a much needed illustration.

Plans are now being made for the erection of an up-to-date restaurant in one of the most ancient of London's Inns. A short time ago a firm of contractors approached Mr. Willett—who purchased Clifford's-inn four years ago for £100,000—with the object of securing part of the building that leads from Clifford's-inn-square to the small row of houses which meets the eye on emerging from the passage which connects the Inn with Fleet-street. Negotiations have proved satisfactory, and it is expected that before the summer the unusual sight of a public restaurant in an old Inn of Chancery will be seen in London.

## Reviews.

### The Annual County Court Practice.

THE ANNUAL COUNTY COURT PRACTICE, 1907. Edited by WILLIAM CECIL SMYLY, K.C., LL.B. Cantab., Judge of County Courts, and WILLIAM JAMES BROOKS, M.A., Oxon., Barrister-at-Law. VOL. I: CONTAINING THE JURISDICTION AND PRACTICE UNDER THE COUNTY COURTS ACTS, THE BILLS OF EXCHANGE ACT, THE EMPLOYERS' LIABILITY ACT, AND THE WORKMEN'S COMPENSATION ACTS, AND THE STATUTES, RULES OF PRACTICE, FORMS, AND TABLES OF FEES AND COSTS. VOL. II: CONTAINING THE JURISDICTION AND PRACTICE UNDER ACTS OTHER THAN THOSE ACTS, TOGETHER WITH THE STATUTES, RULES OF PRACTICE, FORMS, AND FEES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The first of these two volumes contains the most important part of the practice and jurisdiction of the county courts—their general jurisdiction under the County Court Acts and their jurisdiction under the Workmen's Compensation Acts. The most important change for the present year is the approaching substitution of the Workmen's Compensation Act, 1906, for the present statutes, and a chapter has been introduced (p. 632) giving a summary of the provisions contained in the new Act and the schedules to it. But since the Act does not commence till July, and its full effect will hardly be felt in the course of this year, the notes and decisions on the present statutes have been retained. Some minor changes have been made in the past year in the rules, and these have been duly noted; such, for instance, as the introduction under ord. 23, r. 2a, of new forms of judgment against married women; and the editors print, by permission of Mr. Drutt, the registrar of the Bournemouth County Court, an arrangement in tabular form of lower scale costs, which that gentleman has prepared. In general the contents and arrangement of the first volume remain the same. The text presents an orderly exposition of the jurisdiction and practice, and the statutes, rules, and forms are given in the appendices, their use being assisted by cross-references. The second volume contains numerous subsidiary statutes by which jurisdiction concurrent with that of the High Court, either limited or not, or exclusive jurisdiction, is conferred upon the county courts. Notable among statutes of the latter class are the Agricultural Holdings Acts, 1883 and 1900. And a chapter is devoted to Admiralty Jurisdiction. The annual issue of this well-known work ensures that the practitioner shall have reliable and up-to-date information.

### The Yearly County Court Practice.

THE YEARLY COUNTY COURT PRACTICE, 1907: FOUNDED ON ARCHBOLD'S COUNTY COURT PRACTICE AND PITT-LEWIS'S COUNTY COURT PRACTICE. By the late G. PITT-LEWIS, K.C., and Sir C. ARNOLD WHITE, Chief Justice of Madras. 1907 EDITION. By His Honour Judge WOODFALL, a Member of the Rule Committee, and E. H. TINDAL ATKINSON, B.A., Barrister-at-Law; assisted by WILLOUGHBY JARDINE, B.A., LL.B., Barrister-at-Law. THE CHAPTER ON COSTS AND PRECEDENTS OF COSTS BY MORTEN TURNER, Esq., Registrar of the Watford County Court. In Two Vols. Butterworth & Co.; Shaw & Sons.

The present edition of the Yearly County Court Practice incorporates for the most part the statutory changes relative to matters within the county court jurisdiction which were made in the last session of Parliament. Thus in Vol. II., which contains miscellaneous statutes affecting the county courts, the Alkali Works Regulation Act, 1906, and the Open Spaces Act, 1906, have been introduced. But although the publication of this edition has been delayed for a short time in order to include the full text of the Workmen's Compensation Act, 1906, with notes, it has been impossible to cope with all the output of the autumn session, and the amendments introduced by the Merchant Shipping Act, 1906, have had to be reserved for the next edition. The general contents of the work preserve the same arrangement as before, and the practitioner will find first the text of the County Courts Act, 1888, with full annotations, and then the rules. Reference may be made in particular to the detailed note to section 56, explaining the ordinary jurisdiction of the county court. The section dealing with jurisdiction under the Employers' Liability and Workmen's Compensation Acts gives the statutes of 1897 and 1900, with the rules and decisions thereunder, and also incorporates, as has just been mentioned, the new Act. Book III. explains with much care the Admiralty jurisdiction of the county court, in particular the various claims—salvage, wages, damage by collision, &c.—to which the jurisdiction extends, and Book IV. contains full information as to costs, with precedents of costs, and tables of fees. The second volume is devoted to miscellaneous statutes conferring jurisdiction upon county courts. The work is replete with information necessary for officials of the county courts and for practitioners.

## Books of the Week.

The Local Government Act, 1894, and the Subsequent Statutes Affecting Parish Councils, and an Appendix of the Election and other Orders and Official Documents issued by the Local Government Board, with Notes and Index. Fourth Edition. By ALEXANDER MACMORRAN, M.A., K.C., and T. R. COLQUHOUN DILL, B.A., Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

## CASES OF THE WEEK.

### Court of Appeal.

*Re STATE BANKING CORPORATION (LIM.).* No. 2. 28th Jan.

PRACTICE—COUNTY OF LANCASTER—COMPANY—WINDING UP—PERSONS RESIDING OUTSIDE COUNTY—SERVICE—COURT OF CHANCERY OF LANCASTER ACT, 1854 (17 & 18 VICT. c. 82), s. 8.

Under section 8 of the Court of Chancery of Lancaster Act, 1854, the Court of Appeal has jurisdiction to give leave to serve notices of orders and other proceedings in the winding up of a company, which is being wound up by the Court of Chancery of the County Palatine of Lancaster, on persons residing in England outside the County of Lancaster.

This was an application by motion on behalf of the liquidator of the above corporation, which is being wound up by the Court of Chancery of the County Palatine of Lancaster, for leave to serve a summons for a balance order to enforce a call on certain contributories residing in various parts of England outside the County of Lancaster. By section 8 of the Court of Chancery of Lancaster Act, 1854: "In all cases in which any person who may be a necessary or proper party to any suit or other matter in the court of Chancery of the said county palatine shall not be subject to the jurisdiction of the said court it shall be lawful for the Court of Appeal, on the application of the plaintiff in such suit . . . or of the party proceeding in such other matter if that court shall think fit, and according as it shall appear to that court best calculated to answer the ends of justice, either to order and direct that the said suit or other matter be transferred to the High Court of Chancery, or otherwise to order and direct that such service as may be proper be effected upon such person out of the jurisdiction of the said court of the said County Palatine . . ." It was pointed out that this section applies not only to actions commenced by writ of summons but that it enables the Court of Appeal to direct service in all cases in which any person who might be a necessary or proper party to any suit "or other matter" in the Palatine Court should not be subject to the jurisdiction of that court, and that there was therefore statutory jurisdiction to direct service in England out of the jurisdiction of the Palatine Court of summonses as well as of writs, and that, therefore, in this particular case *Re Anglo-African Steamship Co.* (32 Ch. D. 348) did not apply.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and BUCKLEY, L.J.J.) gave the leave asked for.—COUNSEL, *Austen Cartmell*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *Arthur S. Mather & Son*, Liverpool.

[Reported by J. I. STIRLING, Barrister-at-Law.]

*BURR v. THEATRE ROYAL DRURY LANE (LIM.).* No. 1. 7th Feb.

MASTER AND SERVANT—COMMON EMPLOYMENT—ACTRESS—CONTRACT OF ENGAGEMENT—EXCEPTION OF EMPLOYERS' LIABILITY ACT, 1880.

The plaintiff was, by an agreement in writing, engaged by the defendants, who were the proprietors of a theatre, to take part in the chorus of a pantomime at a weekly salary. The agreement contained a clause exempting the defendants from liability under the Employers' Liability Act, 1880. The plaintiff while performing was injured by something falling upon her head, and it was alleged on her behalf that the injury was caused by the negligence either of a scene-shifter or of a person who was described as a manager.

Held, that the doctrine of common employment applied; that the exception of liability under the Employers' Liability Act, 1880, did not prevent that doctrine from applying; and that therefore the defendants were not liable.

Application by the plaintiff for a new trial in an action to recover damages for personal injuries. The plaintiff was an actress and the defendants were the proprietors of Drury Lane Theatre. By an agreement in writing the defendants (called "the company") engaged the plaintiff (called "the artiste") to take part in the chorus at Drury Lane pantomime at a weekly salary of £1 for six evening performances and one morning performance, with extra salary for additional morning performances. By the agreement the artiste was to rehearse and perform to the best of her skill and ability at the theatre, or at any other theatre or place of amusement, as often as she should be warned to do so by the company, the latter paying her third-class railway fares to and from when she might be required to perform away from the theatre, and she was to travel by such train or other conveyance as the management might appoint. By clause 8 the artiste was not to have any right of compensation or any remedy under the Employers' Liability Act, 1880. The evidence given in support of the plaintiff's case was that while she was performing in the pantomime she wore on her head a helmet which had a ball on the top with a spike underneath the ball. At the close of the performance, while she was leaving the stage, something fell upon her helmet and drove the spike into her head and seriously injured her, and at the same time there was a crash of glass. At the time of the accident the scene-shifters were shifting the scenery. There was no direct evidence

as to what fell upon the plaintiff's head, but it was suggested that the scene-shifters had negligently let a piece of the scenery fall upon her head, and there was also evidence by one of the plaintiff's witnesses that a person who was described as the defendants' manager said that the accident happened by the fall of a piece of old scenery which had been left by mistake in the dock for some years, and not by a fall of glass. At the conclusion of the plaintiff's case, Grantham, J., who tried the action with a jury, held that the evidence showed that the accident happened through the negligence, if any, of a fellow servant of the plaintiff, and that therefore the doctrine of common employment applied, and the defendants were not liable.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.J.J.) dismissed the application.

COLLINS, M.R., said that in his opinion the doctrine of common employment applied. The plaintiff had not given any evidence of negligence causing the injury on the part of any person who was not within the description of a fellow servant. The only piece of evidence was a statement said to have been made by a person whose precise position was not stated, but who was described as the defendants' manager. That was not evidence of negligence on the part of the defendants or of any person in respect of whose negligence the plaintiff would have a cause of action. The terms "master and servant" and "common employment" were in this connection not limited to servants in the ordinary sense. The same principle applied to a guest who came to another person's house, and took the risk of the negligence of a servant in the house. The basis of the doctrine of common employment was that the employment was accepted upon the terms that the employed undertook the risk of injury owing to the negligence of another employé. It was not necessary that the two persons should be fellow labourers. With regard to the clause exempting the defendants from liability under the Employers' Liability Act, 1880, it was said that the implication of an exemption from liability for the negligence of a fellow servant could not exist where there was in the agreement an express exemption of liability. The implication, however, arose from the relation of employer and employed, and it was a fundamental rule of law that when once the relation of employer and employed was established, the doctrine of common employment came into existence unless it was expressly excluded. The clause in question did not exclude it. The appeal therefore failed.

COZENS-HARDY, L.J., concurred. By clause 8 the artiste, if she fell within the class of persons coming under the Employers' Liability Act, 1880, contracted herself out of the benefits of that Act, and that left the defence of common employment in full operation. That clause could not apply in favour of a person who admittedly did not come within the Act at all.

FLETCHER MOULTON, L.J., concurred. The object of clause 8 was to do away with the exceptions to the doctrine of common employment contained in the Employers' Liability Act, 1880, and to leave that doctrine as at common law.—COUNSEL, *W. E. Hume Williams, K.C., J. R. Athin, K.C., and L. L. Yeatman; Clavell Salter, K.C., and A. P. Longstaffe*. SOLICITORS, *Charles Russell & Co.; Griffith & Gardiner*.

[Reported by W. F. BARRY, Barrister-at-Law.]

*REX v. GARRETT AND MAYOR, &c., OF WANDSWORTH.* No. 1. 8th Feb.

METROPOLIS—ROAD—REPAIR—APPORTIONING EXPENSES—MODE OF RECOVERY—"COURT OF COMPETENT JURISDICTION"—METROPOLIS MANAGEMENT AMENDMENT ACT, 1890 (53 & 54 VICT. c. 66), s. 3.

Repairs to a carriage road, which is not a "new street" and is not repairable by the inhabitants at large, executed by the local authority under section 3 of the Metropolis Management Amendment Act, 1890, may be recovered from the owners of the houses and land bounding or abutting on the road either by an action at law or in a summary manner before a police magistrate.

Rule nisi for a prohibition granted by the Court of Appeal, the Divisional Court having refused a rule. The case came on upon cause being shewn against the rule. The Wandsworth Borough Council repaired a carriage road within their district under the powers conferred upon them by section 3 of the Metropolis Management Amendment Act, 1890, the road not being a highway repairable by the inhabitants at large and not being a "new street" within section 105 of the Metropolis Management Act, 1855, and apportioned the expenses thereof upon the owners of the houses and land bounding or abutting on the road. The sum of £239 7s. was apportioned upon one Ballard, who was the owner of certain premises bounding or abutting on the road, and he disputed his liability to pay upon the ground that the works executed on the road were not "necessary works of repair" within section 3, and thereupon the borough council took proceedings before Mr. Garrett, one of the metropolitan police magistrates, to recover the amount. Ballard obtained a rule nisi for a writ of prohibition to prohibit the magistrate and the borough council from further proceeding with the claim upon the ground that the magistrate had no jurisdiction to entertain it. By section 3 of the Metropolis Management Amendment Act, 1890, "any vestry or district board may from time to time execute any necessary works of repair upon any or any part of any carriage road within their parish or district which shall have been used for not less than six months for public traffic, and which may not at the time of such repair have become repairable by them," and shall not by such repair affect their power to apportion and recover the expenses of paving the road as a new street under the Metropolis Management Acts. "The expenses of and incident to such repair may in the first instance be paid by the vestry or district board . . . and shall as soon as may be thereafter be apportioned upon and recovered from the owners of the houses and land bounding or abutting on such road or part thereof in the same

manner as if such expenses were expenses of paving such road or part thereof as a new street under the provisions of the Metropolis Management Acts relative thereto, and the amount of the expenses so apportioned may be recovered by the vestry or district board in a court of competent jurisdiction." It was contended on behalf of the applicant for the writ that the amount of the apportioned expenses was a debt due from the applicant to the borough council, and that when the section said that it might be recovered in "a court of competent jurisdiction," it meant a court competent to entertain a claim for a debt—namely, the High Court or the county court, and not a magistrate; and that the earlier part of the section merely dealt with the stages before proceedings for the recovery of the expenses—namely, their apportionment and the persons from whom they were recoverable.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.JJ.) discharged the rule.

COLLINS, M.R., said that by section 3 of the Metropolis Management Act, 1890, the expenses of repairing the road might be apportioned upon and recovered from the owners of the houses and land bounding or abutting on the road in the same manner as if they were expenses of paving a new street under the Metropolis Management Acts. The section then went on to say that the amount of the expenses so apportioned might be recovered in "a court of competent jurisdiction." In his opinion those last words were general words inserted in view of the fact that in the earlier part the section had provided for the manner of the recovery of the expenses, and were intended to include every court which could entertain a claim for the recovery of the expenses of paving a new street. By virtue of sections 105 and 225 of the Metropolis Management Act, 1855, and section 77 of the Metropolis Management Act, 1862, paving expenses could be recovered either by an action at law or in a summary manner before justices. Section 9 of the Act of 1890, coupled with section 227 of the Act of 1855 and section 104 of the Act of 1862, confirmed that view. The magistrate, therefore, had jurisdiction to entertain the claim.

COZENS-HARDY, L.J., agreed.

FLETCHER MOULTON, L.J., agreed. A "court of competent jurisdiction" in section 3 of the Act of 1890 meant a court competent to enforce payment of paving expenses, and that being so, it was competent to enforce payment of these repair expenses. — COUNSEL, *Dankwaerts*, K.C., and *H. Drysdale Woodcock*; *Horace Avery*, K.C., and *Edward Morten*, SOLICITORS, *Bramall & White*; *W. W. Young, Son, & Ward*.

[Reported by W. F. BARRY, Barrister-at-Law.]

## High Court—Chancery Division.

**Re NATIONAL BANK OF WALES (LIM.). MASSY AND GIFFIN'S CASE.** Parker, J. 5th Feb.

COMPANY—CONTRIBUTORY—TRANSFER OF SHARES—PURCHASE IN NAME OF INFANT—REGISTRATION OF INFANT NOMINEE AS SHAREHOLDER.

*M. S.*, during the voluntary winding up of the company, transferred twenty shares to *L.*, an infant in the employ of *M. & Co.*, the purchasers. The transfer was accepted by the liquidator, and *L.* placed on the list of contributories. When it became known that *L.* was an infant it was sought to put *M. & Co.* on the list of contributories.

Held, that as *M. & Co.* were not in any contractual relation with the company they were not liable to be placed on the list of contributories.

This was a summons by the liquidator in the voluntary winding up of the National Bank of Wales (Limited) to rectify the register by placing the names of *H. J. Giffin* and *Charles Massey* on the list of contributories in respect of twenty shares. The resolution for the voluntary winding up of the company was confirmed on the 12th of June, 1893. At the date of the commencement of the winding up, *Morton Sparkes* was registered as the holder of the shares in question, and by transfer dated the 26th of April, 1894, he transferred the shares to *John Littlejohns*, then an infant. The transfer was accepted by the liquidator, who was unaware of the minority of *Littlejohns*, and *Littlejohns* was placed upon the register of shareholders. Subsequently on the 30th of May, 1894, *Littlejohns* transferred to *J. L. Davies*, who was also an infant, the twenty shares. This transfer was again accepted by the liquidator. When it was sought to place *Davies* on the list of contributories he claimed to be a minor, and *Littlejohns'* name was consequently retained upon the register as a transferor to a minor. In 1905 the liquidator ascertained that at the time of the transfer of the twenty shares to *Littlejohns* he was also a minor, and was a clerk in the employment of *Massy & Co.*, a firm of stockbrokers then consisting of the respondents *Giffin* and *Massy*, *Littlejohns* being merely their nominee. The liquidator then applied to *Giffin* and *Massy* for payment of certain calls due to the company. *Littlejohns* and *Davies* were added as parties by order of *Buckley, J.*, in July last. It was contended on behalf of the liquidator that the use of the infant's name as transferee was for the purpose of escaping liability, and the brokers, being the actual purchasers, were liable for the calls: *Pugh & Sharman's case* (13 Eq. 566), *Richardson's case* (19 Eq. 588). The respondents set up the defence that the liquidator had lost any right by reason of his laches and delay. They relied also on *Re Great Wheel Busy Mining Co., King's case* (6 Ch. App. 196).

PARKER, J., in giving judgment, after shortly stating the facts, said that, the liquidator having assented to the transfer of the shares to *Littlejohns*, as he was enabled to do by statute, *Littlejohns* was *primæ facie* liable. The laches and delay of the liquidator had, however, deprived the company of any equity against *Littlejohns*. The case, however, did not stop here, for *Littlejohns* himself was an infant at the

time of these transactions. His lordship stated that the application was not against *Morton Sparkes*, who transferred the shares to *Littlejohns*, and even if it were the laches on the part of the company would have protected him. The cases cited for the applicants in support of their contention that *Massy* and *Giffin* were liable as the real purchasers of the shares—namely, *Pugh & Sharman's case* and *Richardson's case*—were distinguishable from the present case. In both these the decision turned on the contractual relations between the company and the person sought to be put on the register. In the present case *Massy* and *Giffin* were not in any contractual relation to the company which would create a privity between them and render them liable to be put on the list of contributories. His lordship was of opinion that the case was governed by *King's case*, and therefore the application must be dismissed with costs. — COUNSEL, *Romer*, K.C., and *Beebe*; *J. G. Wood*; *R. Rowlands*; *Henry Johnston*; SOLICITORS, *Smith, Rundell, & Dods*, for *Vachell & Co.*, Cardiff; *Williamson, Hill, & Co.*, for *Ingledeu & Sons*, Cardiff; *Wrentmore & Son*, for *H. J. Fisher*, Cardiff.

[Reported by LEONARD T. FORD, Barrister-at-Law.]

**Re WILSON (DECEASED). WILSON v. BATCHELOR.** Parker, J. 7th Feb.

WILL—TENANT FOR LIFE—NEXT-OF-KIN—TIME OF ASCERTAINING CLASS.

A testator bequeathed property to his nephew for life and in certain events (which happened) "for such person or persons as on the death of my nephew will be entitled to as my next-of-kin under the statute for the distribution of intestates' estates."

Held, that the class of next-of-kin was to be ascertained at the death of the testator.

This was a summons by the next-of-kin of *William Wilson*, deceased, for the determination of the period at which the next-of-kin of the said *William Wilson* ought, upon the true construction of his will, to be ascertained. *William Wilson*, by his will dated the 24th day of February, 1882, bequeathed his residuary estate to trustees upon trust to pay the income to his nephew *Samuel Eyres Wilson* during his life, and after his death in trust in equal shares for all or any of the children of his said nephew living at the time of his (the nephew's) decease who being sons or a son should attain the age of twenty-one years, or being daughters or a daughter should attain that age or marry. The will contained the following clause: "And I declare that if no child or other issue of my said nephew lives to attain a vested interest under the trusts hereinbefore contained, then, subject to the trusts hereinbefore declared or referred to in favour of my said nephew and his issue, I direct that the trust fund and income thereof and all statutory accumulations of income (if any), or so much thereof respectively as shall not have been applied under any of the powers hereinbefore contained or referred to, shall be in trust for such person or persons as on the death of my said nephew will be entitled to as my next-of-kin under the statute for the distribution of intestates' estates." The nephew *S. E. Wilson* died on the 23rd of July, 1906, without leaving issue him surviving, having appointed the defendants the executors of his will. The defendant *Batchelor* was also the trustee of the will of *W. Wilson*. At the date of the death of *W. Wilson* the nephew *S. E. Wilson* was the sole next-of-kin, while at the date of the death of the nephew the plaintiffs were the only next-of-kin. The question arose as to when was the period for determining the next-of-kin.

PARKER, J., in giving judgment, said that in the present case, since *S. E. Wilson* might have died leaving a child who might afterwards die under twenty-one, the time for ascertaining the class who take need not be the actual time when the estate was to be distributed. It was sought to distinguish this case by reason of this peculiarity. On looking into the cases, however, his lordship was of opinion that he was bound by the decisions to decide against that contention. His lordship then referred to *Wharton v. Barker* (4 K. & J. 483), *Bullock v. Downes* (9 H. L. C. 1), *Mortimer v. Slater* (7 Ch. D. 322, 4 A. C. 448), and said that, having regard to these cases, the plaintiffs could not come forward and say that they were entitled under the Statute of Distributions to the property in question, but the next-of-kin were to be ascertained at the death of the testator. — COUNSEL, *Buckmaster*, K.C., and *E. A. Jennings*; *Romer*, K.C., and *Christopher James*; *Cozens-Hardy*. SOLICITORS, *Peacock & Goddard*, for *Youngs, Wilson, & Co.*, Sheffield; *J. W. Alton Batchelor*.

[Reported by LEONARD T. FORD, Barrister-at-Law.]

## High Court—King's Bench Division.

**CATIGI v. M'GREGOR.** Channell, J. 19th Jan.

GAMING—PRINCIPAL AND AGENT—BETTING TRANSACTION—BOOKMAKER OR TURF COMMISSION AGENT—ACCOUNT RENDERED—EVIDENCE OF MONEY RECEIVED—RIGHT OF PRINCIPAL TO RECOVER.

The plaintiff sued under order 14 to recover a sum of money shewn due to him from the defendant for certain bets which he had instructed the defendant to make for him. The defendant, who carried on business as a turf commission agent, pleaded the Gaming Acts, and on his affidavit obtained leave to defend the claim. At the trial the defendant did not appear.

Held, that the plaintiff was entitled to judgment, as the rendering of a commission account was *prima facie* evidence that the money had been received by the defendant on behalf of the plaintiff.

Action under order 14. The plaintiff's case was that in August last

he instructed the defendant to back a horse running in the Ebor Handicap at whatever price he could obtain, and the sum of £25 was handed to him for that purpose. The defendant put £12 10s. at two to one on the horse, and £12 10s. at evens. The horse won, with the consequence that £26 10s. was due to the plaintiff. The defendant rendered an account, deducting £1 17s. 6d. for commission and £15 which he said he paid to a Mr. Curzon, also connected with the turf, on the plaintiff's behalf. The defendant did not pay, and to the action filed an affidavit in which he said the action was not maintainable by reason of the Gaming Acts. Counsel for the plaintiff submitted that, the defendant being a commission agent, and not a bookmaker, the money was recoverable, and referred to *De Mattos v. Benjamin* (63 L. J. Q. B. 248). He called formal evidence to shew that the defendant sent the plaintiff the account—which was put in—shewing a balance due to him for £45 12s. 6d., together with a cheque for that amount. Payment of the cheque was stopped upon the plaintiff complaining that the odds ought to have been three to one instead of those stated. [CHANNELL, J.—There is no evidence here that the defendant ever received the money from a third party. He might have acted as principal, and made the bets himself.] The mere fact that commission was deducted by the defendant, as evidenced by the account rendered, was *prima facie* evidence that the defendant acted as agent for an undisclosed principal. As agent he was only bound to account for money actually received, and the rendering by him of an account was conclusive evidence that he had received the money. It was for the defendant to rebut this evidence, and he had not attempted to do so, nor was he in court to be called. [CHANNELL, J.—But the defendant sets up the Gaming Acts.] It was not enough to state in an affidavit for leave to defend that the Gaming Acts would be relied on. That is not pleading a statutory defence. [CHANNELL, J.—That would be sufficient to raise the defence, but in all cases of this sort it must be clearly proved that the case is one within the statute.] No one appeared for the defendant.

CHANNELL, J., expressed a doubt as to whether the defendant was not a bookmaker instead of a turf commission agent, but there was no direct evidence on that point. On the other hand, the fact that the defendant had rendered an account was *prima facie* evidence on which he could hold that this was a commission account. He accordingly entered judgment for the plaintiff for £45 12s. 6d. and costs.—COUNSEL, *Storry Deane*. SOLICITORS, *Hargreaves & Jobling*.

[Reported by ESKINE REID, Barrister-at-Law.]

## Societies.

### Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 13th inst., Mr. Richard S. Taylor in the chair; the other directors present being Sir George Lewis, Bart., and Messrs. W. C. Blandy (Reading), A. Davenport, W. Dowson, C. Goddard, L. T. Helder (Whitehaven), L. W. North Hickley, C. G. May, H. A. Peake (Sleaford), John Shelly (Plymouth), W. W. A. Tree (Worcester), Maurice A. Tweedie, R. W. Tweedie, and J. T. Scott (secretary). A sum of £720 was distributed in grants of relief, nine new members were admitted to the association, and other general business transacted.

## Legal News.

### Appointments.

Mr. SIDNEY FRANCIS ST. JERMAIN STRADMAN, solicitor, of the firm of Steadman, Van Praagh, & Gaylor, has been appointed a Commissioner for the Supreme Court of the Transvaal, the High Court of the North-West Provinces, Allahabad, India, and the Supreme Court of New Zealand.

### Changes in Partnerships.

#### Dissolutions.

WILLIAM WELCHMAN, GEORGE CARRICK, and NICHOLAS GODDARD JACKSON, solicitors (Welchman, Carrick, & Jackson), Wisbech, Cambridge. So far as concerns the said George Carrick, Oct. 11, 1904; so far as concerns the said Nicholas Goddard Jackson, Dec. 31, 1906. [Gazette, Feb. 8.]

WILLIAM LA COSTE BOWDEN and FREDERICK WILLIAM LIVESLEY, solicitors (W. L. C. Bowden & Livesley), 38, Deansgate, Manchester. Oct. 31, 1906. The said William La Coste Bowden will continue to practise on his own account at 38, Deansgate aforesaid; the said Frederick William Livesley will continue to practise on his own account at 38, Deansgate aforesaid.

JESSE HIND and ALFRED ROBINSON, solicitors (Hind & Robinson), 8, Stone-buildings, Lincoln's-inn, London. Jan. 31. [Gazette, Feb. 12.]

### General.

A discovery of ancient gold bracelets has been made in some sand pits at Crayford, Kent. These bracelets are nine in number and were found close together. The men who found them, and who are employed

by the Crayford Land, Brick, and Sand Co., having some idea of their value, at once took them to the police-station at Boxley, where they were taken possession of on behalf of the Crown as treasure trove. On previous occasions similar articles and also flint and stone weapons have been found. In May last eight bracelets were found near the same spot, and these are now in the British Museum.

The course of legislation, says a writer in the *Globe*, would appear to run much more smoothly in the Colonies than in the Mother Country. While our Statute Book received only twenty-three additions in 1905, New Zealand passed no fewer than sixty-four public Acts, and British Columbia fifty-eight. The Mother of Parliaments often follows where her more active daughters lead. The Commonwealth of Australia, for instance, passed a Secret Commissions Act twelve months before our own Parliament passed the Prevention of Corruption Act. Some of the Colonies passed Acts of special interest to lawyers which are not likely to be so quickly imitated at Westminster. Queensland admitted women to practise at the bar, British Columbia prohibited "the wearing or use of the customary official wig in any court," and New Zealand empowered its judges to prohibit the reporting of trials where the interests of public morality require it.

At the Southwark County Court, on the 7th inst., His Honour Judge Willis, A.C., heard a claim by the London and South-Western Railway Co. against Mr. C. Langton, of Longbeach-road, Lavender-hill, S.W., for 1s. 2d. railway fares. The case for the plaintiffs was that on the 27th of November the defendant travelled in a first-class carriage from Waterloo to Wimbledon. He there tendered the return half of a first-class ticket from Waterloo to Clapham Junction, and was asked to pay 7d., the excess fare, but refused. He returned to Clapham Junction, and was there asked for another 7d., the fare from Wimbledon to Clapham Junction, but he refused to pay that. His Honour.—I do not think that if a man by mistake goes on to a station beyond his destination he should be charged, and still less for the return journey. Mr. Farrow (for the plaintiffs).—But we say he went on because he was under the influence of drink. His Honour.—Then he was quite incapable of contracting. The defendant, in giving evidence, denied that he was the worse for drink. His Honour, in giving judgment, said he had come to the conclusion that there was no contract by the defendant to pay for being carried from Clapham Junction to Wimbledon, and still less from Wimbledon to Clapham Junction. If it had been proved that the defendant intentionally went beyond his destination, he would have made him pay; but he was certain that the defendant never intended, under any circumstances, to go on to Wimbledon, whilst the return journey was made with a knowledge on the part of the plaintiffs' servants that he did not intend to pay. He would not say that, if a man went beyond his journey through a blunder, there was any liability on the railway company to return him free of charge; but it was the practice to do so. He gave judgment for the defendant, with costs.

At Hertford, on the 9th inst., before Mr. Justice Bucknill, Albert Ebenezer Fox, 48, William Camfield, 50, and Thomas Carrick Braine, 53, pleaded "Guilty" to night poaching on the 29th of November, 1906, on land in the occupation of Lord Strathcona at Knebworth. Mr. Fulton, who prosecuted, said that Fox had been convicted forty-eight times for various offences, chiefly in connection with the game laws. He had a twin brother, named Ebenezer Albert Fox, and it was sometimes very difficult to distinguish between them. Mr. Justice Bucknill.—Especially if there is an "alibi." Mr. Fulton.—Both have the same sporting instincts. Mr. Justice Bucknill.—I observe there is no charge of assault. Is it not possible to find scope for this man's undoubted sporting talents as a trapper? There is an old saying that an old poacher makes a good keeper. Superintendent Reynolds.—If he could get a job in Wales, my lord, where there is plenty of ground game, but there are so many pheasants in Hertfordshire. Mr. Justice Bucknill.—Now, Fox, you possess strong sporting instincts, and it is therefore difficult for me to feel angry with you. I am told that you were born of very respectable parents; your father was a Nonconformist preacher, you learnt the use of the gun when quite young, and have been using it ever since to shoot other people's pheasants and rabbits. Do try and turn over a new leaf, and be an honest man. Speaking to you as man to man, as a man who is extremely fond of every kind of sport, and devoted to it, I am extremely sorry to see another man with like instincts lose his character through them, and become a common vagabond and thief. I am not saying this to preach to you, or that my remarks may be reported. I could give you twelve months' hard labour, but I shall only give you six in the hope that you will remember what I have said. Camfield was sentenced to four and Braine to three months' hard labour respectively.

The annual social meeting of the Royal Courts of Justice and Legal Temperance Society was held on Tuesday night in Middle Temple Hall. Lord Alverstone presided, in the absence of the Lord Chancellor, and among those present were the Bishop of London, Sir J. Gorell Barnes (President of the Probate, Divorce, and Admiralty Division), Sir Thomas Barlow, the Master of the Temple, Canon Fleming, Sir John Macdonell, Sir Charles J. Tarring, Master Mellor (Senior Master and King's Remembrancer), Master Chitty, Master Archibald, Judge Lumley Smith, Mr. Pollock, K.C., Mr. Corrie Grant, K.C., M.P., Mr. Muir Mackenzie, and Mr. R. E. Ross (hon. secretary). The chairman said that the Lord Chancellor had undoubtedly been out of health for some time, owing to hard work, and his doctor had peremptorily forbidden him to come to the meeting. It was gratifying to know, however, that

he was now "on the mend," and there was every reason to hope that before long he would be quite strong again. In the course of the afternoon he had seen Lord Loreburn at the House of Lords, and his message to them was that he greatly regretted not being able to be present, that the cause of temperance had his fullest sympathy, and that he rejoiced to find there was a society like theirs receiving the support of so many of the leading members of the profession. The Bishop of London remarked that some of them might think because he was a teetotaler of twenty-four years' standing that he was going to hold up to scorn the moderate drinker. That was not his way. He knew perfectly well that teetotalers would not succeed in carrying any great reform in England unless they had the rest of the 40,000,000 of people with them. Therefore he hoped that the temperance legislation which had been promised in the King's Speech would be fair all round, and, so far as he was concerned, with his humble vote in the House of Lords, he would see that it was so. He said that, whether in a small Midland village, in a cathedral city, in the East-end, or in the West-end of London, he had always found alcohol the great enemy of religious work. Sir Thomas Barlow also addressed the meeting. A programme of music was performed, and recitations were given by Canon Fleming.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.		EMERGENCY	APPEAL COURT	Mr. Justice
		ROTA.	No. 2.	JOYCE
Monday, Feb.	19	Mr. Theod.	Mr. King	Mr. Farmer
Tuesday	19	Goldschmidt	Beal	Mr. Pemberton
Wednesday	20	Leach	King	Farmer
Thursday	21	Greswell	Church	Beal
Friday	22	Bloxam	King	Farmer
Saturday	23	Botter	Church	Beal
Date		Mr. Justice	Mr. Justice	Mr. Justice
		SWINFEN EADY.	WARRINGTON.	NEVILLE.
Monday, Feb.	18	Mr. Botter	Mr. Greswell	Mr. Goldschmidt
Tuesday	19	Bloxam	Leach	Beal
Wednesday	20	Botter	Greswell	Goldschmidt
Thursday	21	Bloxam	Leach	Church
Friday	22	Botter	Greswell	King
Saturday	23	Bloxam	Leach	Goldschmidt
				Carrington
				Pemberton

## Winding-up Notices.

London Gazette.—FRIDAY, Feb. 8.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**ARNSIDE GAS CO., LIMITED**—Ptn for winding up, presented Jan 26, directed to be heard at the Court-house, the Town Hall, Kendal, on Feb 20, at 11. Priestwood, 15, Market st, Carnforth, sol for ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19.

**BIRMINGHAM AND MIDLAND MONEY SOCIETY, LIMITED** (formerly the Winslow Green Permanent Money Society) (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Harry Hackett, 71, Temple row, Birmingham. Jeffery & Co, Birmingham, sol for liquidator.

**BRITISH AND FRENCH MOTORS, LIMITED**—Ptn for winding up, presented Feb 2, directed to be heard Feb 19. Baker, Pancras lane, Queen street, sol for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 18.

**CHURCH NEWSPAPER CO., LIMITED**—Ptn for winding up, presented Feb 8, directed to be heard Feb 19. Pettitt & Valentine, Chancery ln, sol for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 18.

**COMEDY THEATRE, LIMITED**—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Thomas Rawlins, 45, King William st. Fildgate & Co, sol for liquidator.

**COOPER, COOPER, & CO (1901), LIMITED**—Ptn for winding up, presented Jan 30, directed to be heard Feb 19. Barker & Son, Union ct, Old Broad st, sol for ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 18.

**DAWSON SYNDICATE, LIMITED**—Creditors are required, on or before March 23, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's ln, liquidator.

**DECK & CO., LIMITED**—Ptn for winding up, presented Jan 1, directed to be heard at the Western Law Courts, Guildhall, Plymouth, Feb 20, at 10.30. Johnstone, Tavistock, sol for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19.

**FREDERICK BETTS, LIMITED**—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Edward James Sole and Richard Kennedy, 38, Long ln, Southwark. Edwin & Co, Trinity st, Southwark, sol for the liquidators.

**HARBORO' HILLS COLLIERY CO., LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to Mr John Butterfield, 2, Darley st, Bradford. Firth & Firth, Bradford, sol for liquidator.

**MOTOR AND ELECTRICAL ENGINEERING CO (LEEDS), LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to Mr R. A. Smithson, Central Bank chmbrs, Leeds. Clarke & Whittington, Leeds, sol for liquidator.

**MOTOR OMNIBUS CONSTRUCTION CO., LIMITED**—Ptn for winding up, presented Feb 4, directed to be heard Feb 19. Maddocks & Colson, Walbrook, for Maddocks, Nunanton, sol for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 18.

**POCKLINGTON STEAMSHIP CO., LIMITED; LOBELIA STEAMSHIP CO., LIMITED; VERBENA STEAMSHIP CO., LIMITED; PETURIA STEAMSHIP CO., LIMITED**—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their claims, to Jesse Lilly, 61, Church st, West Hartlepool. Turnbull & Tilly, West Hartlepool, sol for the liquidators.

**PRINCESS MODEL LAUNDRY, LIMITED (IN LIQUIDATION)**—Creditors required on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frederick Ralph Jutsum, 38-39, Billiter sq bldgs. Fetch & Co, Bedford row, sol for the liquidator.

**SIR CHARLES REED & SONS, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before March 22, to send their names and addresses, and the particulars of their debts or claims, to Arthur Tillie, Roseleigh, Henley on Thames, liquidator.

**STEEL, MURDOCK & CO., LIMITED**—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Alfred Charles Woodroffe Rogers, Milton chmbrs, Milton st, Nottingham, liquidator.

**WILLIAM CANNAN, LIMITED**—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Henry Frederick Hartman, City chmbrs, Bradford. Gaunt & Co, Bradford, sol for liquidator.

London Gazette.—TUESDAY, Feb. 12.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**CONTRACT AND INVESTMENT CO., LIMITED (IN LIQUIDATION)**—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to Sir John Craggs, 53, Coleman st, liquidator.

**CORUNA COPPER CO., LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to George Sneath, 3, Frederick's pl, Old Jewry. Redfern & Hunt, Abchurch ln, sol for liquidator.

**DEWABURY ELECTRIC MANUFACTURING CO., LIMITED**—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts or claims, to Robert Southworth Dawson, 9, Charles st, Bradford. Wright & Co, Bradford, sol for liquidator.

**FRANK WARR & CO., LIMITED**—Creditors are required, on or before Feb 28, to send in their names and addresses, with particulars of their debts or claims, to William Alexander McNeill, 6, Langdale rd, Greenwich, liquidator.

**LONDON AUTOCAR CO., LIMITED**—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Mr Robert Reid King, Spencer House, South pl. Heald & Goodwin, Basinghall st, sol for liquidator.

**NEW YORK AND BROOKLYN SYNDICATE, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Lacey Downes, 11, Ironmonger ln, liquidator.

**R GREEN, LIMITED**—Ptn for winding up, presented Feb 8, directed to be heard before the Court at Quay st, Manchester, Feb 22, at 10. Sims & Syms, Clarence st, Manchester, sol for ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 21.

**SPEEDWELL MOTOR AND ENGINEERING CO., LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to John J. Hilyer, 8, Albany rd, West Haling, liquidator.

**SYDNEY EVERSHED, LIMITED**—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to Frederic Simpson Dunwell, Stapenhill rd, Burton upon Trent. Talbot & Co, sol for liquidator.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 8.

**ADDISON, REV JOHN CRAMER, Thame, Oxford** March 4 Warner, Arundel st, Strand

**AKERW, JOHN, Blackpool, Stone Merchant** March 25 Oxley & Coward, Rotherham

**BRAYAN, SAMUEL ALGERNON, Brynrydd, Llwlloes, Radnor** March 11 James & Son, Hereford

**BLOOMFIELD, JAMES, Ipswich** March 4 Kersey, Ipswich

**CAPLIN, EDITH, Gosport, Southampton** March 23 Paris & Co, Southampton

**CHILDS, RICHARD, Brockton, Stanton Long, Salop, Innkeeper** March 15 Potts & Potts, Broseley, Shropshire

**COLLIERSON, GEORGE, Belvedere, Kent** March 23 Stone, Woolwich

**CUBITT, JOHN HARCOURT, Camden Hill rd, Upper Norwood** March 9 Martin, Queen st

**D'ARRAS, LOUISA AUGUSTA, Boulogne sur Mer, France** March 25 Fooks & Co, Carey st, Lincoln's inn

**DAVIES, JOHN HENRY, Llanelly** Feb 14 Sarah Davies, Roath, Cardiff

**DOX, DAVID, Durbur, Natal** March 23 Duncan, St Swithin's ln

**DRAVER, WILLIAM GRAY, Reigate** March 9 Sparks & Blake, Crewkerne

**FAGAN, ELLER, Earl's Court sq** March 9 Batesons & Co, Liverpool

**FABBY-THER, SARAH BELINDA WARD, Granville park, Blackheath** March 31 Nicholson & Pemberton, Liverpool

**FLEMING, FRANCIS WILLIAM, North hill, Highgate** March 7 Howard & Shelton, Moor-gate

**FOX, ADELAIDE, St Leonard's on Sea** March 1 Snow & Co, Gt St Thomas Apostle, Queen st

**GARTSIDE, JOHN HENRY, Park st** March 30 Boote & Co, Manchester

**GASKING, ANNE, Brixham, Devon** March 1 Eastley & Eastley, Paignton, Devon

**HAGHE, CHARLES, Halifax** March 11 Farrar & Crowther, Bradford

**HAGHE, MARY, South Shore, Blackpool** March 15 Ascroft, Blackpool

**HAMPDEN, RIGHT HON HENRY ROBERT VISCOUNT** March 18 Curry & Co, Gt George st

**HANDING, ALFRED FOOKS, Leytonstone** March 31 Arnold, Old Jewry

**HEAL, HARRIS, Bryanston sq, Hyde Park** March 25 Merrimans & Thirby, Mitre ct, Temple

**HOLDICH, AUGUSTUS HENRY, Irlam, Lancs, Analytical Chemist** March 10 Cobbett & Co, Manchester

**HOLLAND, JOSEPH, Penistone, Cloth Millner** March 1 Trowas & Massey, Bradford

**HOLMES, FANNY, Luddenden, nr Halifax** March 1 Dey, Halifax

**HOOD, THOMAS, Southend on Sea** May 1 Woodward & Co, Southend on Sea

**IZOD, MARTHA MARIA, South Littleton, Worcester** March 9 Byrch & Co, Evesham

**JONES, ANN, Liangyi, Carnarvon** March 11 Jones & Jones, Portmadoc

**KING, JOHN, Liverpool, General Bottler** Feb 26 Lynekey, Liverpool

**LANGFORD, SUSANNA, Portsmouth** March 11 Blake & Co, Portsmouth

**LEWIS, GEORGE, Twickenham, Licensed Victualler** March 5 Burchell & Co, Victoria st, Westminster

**LOCK, ROBERT, Porchfield, I of W, Farmer** March 2 Sarah A Look & W C Black, Newport

**LOEFFLER, JOHANN CARL LUDWIG, Camden hill rd, Kensington** March 31 Herbert, Cork st, Burlington gdns

**MOON, HARRIET, Reading** March 25 Merrimans & Thirby, Mitre ct, Temple

**NISSET, WILLIAM, Teddington** March 8 Lindo & Co, West st, Finsbury circus

**OXENBOW, STEPHEN WILLIAM, Manor Park rd, Harlesden, Manufacturer** March 20 Redfern & Hunt, Abchurch ln

**PATTERSON, HENRY, Haslingden, Lancs** March 1 Malpas, Haslingden

**REDMAYNE, LEONARD, South Shore, Blackpool** March 15 Ascroft, Blackpool

**RHODES, WILLIAM, Bradford, Engineer** March 11 Farrar & Crowther, Bradford

**ROLLER, ALEXANDER, Randolph cres, Maids Vale** March 3 Beardsall & Co, George st, Hanover sq

**SANDBURY, THOMAS HENRY, East Molesey, Surrey** March 16 Randall & Son, Copthall bldgs

**SEARLE, LOUISA DENNE, Chapel rd, West Norwood** March 25 Lamb & Co, Ironmonger ln

**SOFTLY, ALFRED ERNEST, South Hornchurch, Essex** March 1 Melvill & Co, Worthing

**STADDER, WILLIAM JAMES WOOD, Dewsbury, Grocer** March 25 Chadwick & Co, Dewsbury

**TEMPLE, JOHN JAMES, Surfleet, Lincs, Farmer** April 3 Standall & Son, Boston, Lincs

**WARRER, JEMIMA ANN, Lee, Kent** March 26 Stone, Woolwich

**WATSON, ALBERT JAMES, Leytonstone, Butcher** March 14 Aird & Co, Brabant ct

**WELLS, SIR ANTHONY SPENCER, Travellers Club, Pall Mall** March 20 Francis & Johnson, Gt Winchester st

**WILLIAMS, HENRY, Llantrissant, Glam, Licensed Victualler** March 25 Richards, Cardiff

**WYLAN, CHARLES JOHN, Shawdon Hall, nr Alnwick, Northumberland** March 23 W & W A Haile, Newcastle upon Tyne

## Bankruptcy Notices.

London Gazette.—TUESDAY, Feb. 5.  
ADJUDICATIONS.

BERRY, JAMES, jun, Landport, Hauta, Auctioneer Liverpool  
Pet Dec 6 Ord Feb 2  
BREWSTER, JOHN CHRISTOPHER, Lincoln, Cabinet Maker  
Lincoln Pet Jan 31 Ord Jan 31  
CHARTON, JOHN THOMAS, Gosforth, Northumberland,  
Builder Newcastle on Tyne Pet Jan 11 Ord Feb 1  
COOPER, ROBERT CHARLES ORLANDO, West Southborough,  
Bournemouth, Architect Poole Pet Jan 31 Ord Jan 31  
DASHWOOD, CHRISTIAN, Richmond guns, Shepherd's Bush,  
Solicitor's Clerk High Court Pet Feb 1 Ord Feb 1  
EDMONDSON, JOHN JAMES, Manchester, Estate Agent Man-  
chester Pet Jan 22 Ord Jan 31  
EVANS, JORDAN, Whitley Bay, Northumberland, Brewer's  
Agent Newcastle on Tyne Pet Jan 7 Ord Feb 1  
EVISON, ROBERT HENRY, Blackburn, Grocer Blackburn  
Pet Jan 31 Ord Jan 31  
GARNER, GEORGE, Leeds, Tailor Leeds Pet Jan 30 Ord  
Jan 30  
HAND, TOM, Smethwick, Staffs, Plumber West Bromwich  
Pet Jan 17 Ord Jan 31  
HEPPLESTON, ERNEST, Gainsborough, Confectioner's Assis-  
tant Lincoln Pet Feb 1 Ord Feb 1  
JAMES, JOHN, Stony Stratford, Butcher Northampton  
Pet Dec 6 Ord Jan 31  
MERHAM, THOMAS W, Forest Gate, Essex, Builder Croydon  
Pet Dec 22 Ord Feb 2  
MOORE, ARTHUR JAMES PEARLAND, Worthing, Tailor  
Brighton Pet Jan 31 Ord Jan 31  
MOORWOOD, ERNEST HENRY, Hough End, Bramley, Leeds,  
Market Gardener Leeds Pet Jan 30 Ord Jan 30  
PRINSEY, ELEC, South Shields, Watchmaker Newcastle on  
Tyne Pet Jan 2 Ord Feb 1  
PITCHARD, RICHARD HENRY, Bryndreinion, Pontir, Car-  
nation, Farmer Bangor Pet Jan 29 Ord Feb 1  
RIGBY, ROBERT JOHN, Leigh, Clogger Bolton Pet Jan 31  
Ord Jan 31  
RYDER, HORACE FREDERICK JAMES, Carlisle rd, Forest  
hill High Court Pet Nov 30 Ord Jan 31  
SCHNEIDERMAN, LEON, Bristol, Glass Dealer Bristol Pet  
Jan 19 Ord Feb 2  
SEFTON, DAVID, Sherards Green, nr Malvern, Worcester  
Fishmonger Worcester Pet Jan 29 Ord Feb 2  
SELICK, GEORGE MONTAGUE, Forest Gate, Essex Manu-  
facturer of Electrical Accessories High Court Pet  
Jan 31 Ord Jan 31  
STMONDS, WILLIAM JOHN, Southville, Butcher Bristol Pet  
Jan 29 Ord Feb 1  
TAYLOR, JOSEPH, Spennymoor, Durham, Tailor Durham  
Pet Feb 1 Ord Feb 1  
TONKS, WILLIAM WALTER, Smethwick, Staffs West Brom-  
wich Pet Feb 2 Ord Feb 2  
TURNELL, JAMES, Savile Town, nr Dewsbury, Fruiterer  
Dewsbury Pet Jan 31 Ord Jan 31  
WALLER, ALFRED, Regent's Canal Dock, Limehouse,  
Lighterman High Court Pet Dec 31 Ord Feb 2  
WEBSTER, SAMUEL, Helliand, Northampton, Farmer North-  
ampton Pet Feb 1 Ord Feb 1  
WILLIAMS, JOSEPH, Portmadoc, Grocer Portmadoc Pet  
Dec 15 Ord Jan 31  
WILLIS, HENRY FREDERICK, Pershore, Worcester, Butcher  
Worcester Pet Jan 30 Ord Jan 30  
WILSON, ELEAN, Gatley, Cheshire, Farmer Stockport Pet  
Jan 15 Ord Feb 1  
WOODYATT, ALFRED EDWARD, Bromyard, Hereford, Saddler  
Worcester Pet Jan 30 Ord Jan 30  
Amended notice substituted for that published in the  
London Gazette of Jan 29:  
BLEATH, JOHN, Small Heath, Birmingham, Tobaccoist  
Birmingham Pet Jan 19 Ord Jan 24

London Gazette.—FRIDAY, Feb. 8.

RECEIVING ORDERS.

ASHBY, JOHN ROBERT, Wilton rd, Muswell hill, Iron-  
monger's Assistant High Court Pet Jan 14 Ord  
Feb 5

ASHMEAD, ERNEST WALTER GEORGE, Caincross, Glos  
Wheelwright Gloucester Pet Feb 4 Ord Feb 4  
ATCHLEY, MAGNUS, & Co, Leadenhall st High Court  
Pet Jan 3 Ord Feb 5  
BADLAND, WILLIAM, Walsall, Coal Dealer Walsall Pet  
Feb 4 Ord Feb 4  
BARKER, WILLIAM WILSON, Claydon, Durham, Grocer  
Newcastle on Tyne Pet Feb 6 Ord Feb 6  
BARRACLOUGH, EDGAR HARBORNE, Bradford, Wine Mer-  
chant Nottingham Pet Feb 5 Ord Feb 5  
BATES, EDWARD, Oldbury, Worcester, Butcher West  
Bromwich Pet Feb 4 Ord Feb 4  
BROAD, WILLIAM, Barnsley, Art Master Barnsley Pet  
Feb 4 Ord Feb 4  
BROWN, JAMES MARTINE, King st, St James's, Tarf Agent  
High Court Pet Dec 14 Ord Feb 5  
BUTLER, CHARLES EDWARD, Long Eaton, Derby Derby  
Pet Feb 2 Ord Feb 2  
CANCELLOR, CECIL, Higham, Kent High Court Pet Jan 5  
Ord Feb 5  
CHICKEN, THOMAS, Lexington, Northumberland, Grocer's  
Assistant Newcastle on Tyne Pet Feb 6 Ord Feb 6  
CORNISH, FRED, Clayton, nr Bradford, Carting Agent Brad-  
ford Pet Feb 5 Ord Feb 5  
DALY, WILLIAM JOHN, Eastbourne, Medical Practitioner  
Eastbourne Pet Feb 6 Ord Feb 6  
DAVIES, DAVID M, Swansea, Commission Agent Swansea  
Pet Jan 28 Ord Feb 6  
DICKMAN, WILLIAM, Chester le Street, Durham, Butcher  
Durham Pet Jan 17 Ord Feb 4  
EDWARDS, JAMES, Oswestry, Salop, Licensed Victualler  
Wrexham Pet Feb 2 Ord Feb 2  
EVANS, JOHN CARNEY, Bargoed, Glam, Tailor Merthyr  
Tydfil Pet Feb 6 Ord Feb 6  
FOX, TOM, Harpurhey, Manchester, Fish Salesman Man-  
chester Pet Feb 4 Ord Feb 4  
GALLEWSKI, MARK, Sunderland, Jeweller Sunderland  
Pet Jan 22 Ord Feb 5  
GREEN, WILLIAM CHARLES, Coventry, Cabinet Maker  
Coventry Pet Feb 1 Ord Feb 1  
HANGCOCK, WILLIAM, King's Lynn, Norfolk, Labourer  
King's Lynn Pet Feb 4 Ord Feb 4  
HANSON, FRANCIS JOHN, Upper Stoke, Coventry, Cashier  
Coventry Pet Feb 4 Ord Feb 4  
HULL, WILLIAM BRIERLEY, Southport, Lancs, Carriage  
Proprietor Liverpool Pet Jan 26 Ord Feb 4  
ISAAC, DAVID, Yatalyafa, Glam, Colliery Labourer Neath  
Pet Feb 4 Ord Feb 4  
JONES, DAVID MORRIS, Barking rd, Canning Town, Boot  
Factor High Court Pet Feb 5 Ord Feb 5  
KNIGHT, JOHN WILLIAM, Southsea, Hants, Drug Store  
Proprietor Portsmouth Pet Feb 4 Ord Feb 4  
MANLY, JOHN HENRY BIDDLE, Birmingham, Gun Manu-  
facturer Birmingham Pet Feb 5 Ord Feb 5  
MOONEY, FREDERICK GEORGE, Tenby, Pembroke, Grocer  
Pembroke Dock Pet Feb 4 Ord Feb 4  
NORMAN, EDWARD BENJAMIN, Salford, Lancs, Auctioneer  
Manchester Pet Feb 6 Ord Feb 6  
PHILLIPS, JOSEPH, Leicester Leicester Pet Feb 5 Ord  
Feb 5  
POWELL, THOMAS, Blaenwryn, Glam, Collier Neath Pet  
Feb 5 Ord Feb 5  
READ, T CURTIS, Brighton, Manufacturer's Agent Brighton  
Pet Jan 18 Ord Feb 4  
SHIRTCLIFF, WILLIAM JOHN, Scarborough, Painter Scar-  
borough Pet Feb 4 Ord Feb 4  
SHORT, EDWARD HENRY, Cramlington, Licensed Victualler  
Liverpool Pet Feb 4 Ord Feb 4  
SLACK, EDWIN CHARLES WELLSLEY, Fakenham, Norfolk,  
Clothing Norwich Pet Feb 4 Ord Feb 4  
SNELL, ALBERT EDWARD, Gloucester, Provision Merchant  
Gloucester Pet Feb 6 Ord Feb 6  
SNELLING, EDWARD WALTER, Norwich, Builder Norwich  
Pet Feb 4 Ord Feb 4  
TERRY, HENRY, Torquay, Schoolmaster Exeter Pet Feb 6  
Ord Feb 6  
WALKER, ROBERT EDWIN, Lower Guiting, Glos, Innkeeper  
Cheltenham Pet Feb 5 Ord Feb 5  
WELTON, ALAN AUBREY, Nottingham, Bookseller Notting-  
ham Pet Feb 4 Ord Feb 4

WOOD, JOHN SAVILLE, Charlesworth, Derby, Accountant's  
Clerk Ashton under Lyne Pet Feb 4 Ord Feb 4

### FIRST MEETINGS.

ASHBY, JOHN ROBERT, Wilton rd, Muswell Hill, Iron-  
monger's Assistant Feb 19 at 11 Bankruptcy bldg,  
Carey  
ATCHLEY, MAGNUS, & Co, Leadenhall at Feb 19 at 1  
Bankruptcy bldg, Carey  
BREWSTER, JOHN CHRISTOPHER, Lincoln, Cabinet Maker Feb  
19 at 12 Off Rec, 31, Silver st, Lincoln  
BUTLER, CHARLES EDWARD, Long Eaton, Derby Feb 16 at  
11 Off Rec, 47, Full st, Derby  
CORRIEN, FRED, Clayton, nr Bradford, Carting Agent Feb  
19 at 3 Off Rec, 29, Manor row, Bradford  
FISHER, JOHN JOSEPH, Willenhall, Staffs, Engineer Feb 19  
at 12 Off Rec, Wolverhampton  
FOX, TOM, Harpurhey, Manchester, Fish Salesman Feb 16  
at 11.30 Off Rec, Byrom st, Manchester  
GOUGH, GEORGE ALBERT, Pembroke Dock, Fruiterer Feb  
16 at 12.30 Off Rec, 4, Queen st, Carmarthen  
GREEN, WILLIAM CHARLES, Coventry, Cabinet Maker Feb  
16 at 11 Off Rec, 8, High st, Coventry  
GUNN, WILLIAM, Abbey rd, St John's Wood, Financier Feb  
16 at 11 Bankruptcy bldg, Carey st  
HEPPLESTON, ERNEST, Gainsborough, Confectioner's As-  
sistant Feb 19 at 11.30 Off Rec, 31, Silver st, Lincoln  
HOLBROOK & SON, T, St Martin's st, St Martin's la, Builders  
Feb 16 at 12 Bankruptcy bldg, Carey st  
HUTT, JOHN WILLIAM, Over Norton, Oxford, Farmer Feb  
16 at 12, 1, St Aldates, Oxford  
JACKSON, JOSEPH BLAKE, Bilston, nr Wolverhampton,  
Grocer Feb 19 at 11.30 Off Rec, Wolverhampton  
JELLIHOE, G T, Queen Victoria st, Colonial Agent, Feb 20  
at 11.30 Bankruptcy bldg, Carey st  
JONES, DAVID MORRIS, Barking rd, Canning Town, Boot  
Factor Feb 19 at 2.30 Bankruptcy bldg, Carey st  
LEIGH, WALTER, Warrington, Joiner Feb 16 at 11 Off  
Rec, Byrom st, Manchester  
MACADAM, J N, Queen Victoria st, Business Agent Feb  
20 at 11 Bankruptcy bldg, Carey st  
PLATTES, THOMAS, Wells, Norfolk, Builder Feb 16 at 12.30  
Off Rec, 8, King st, Norwich  
PITCHARD, RICHARD HENRY, Bryndreinion, Pontir,  
Carnation, Farmer Feb 15 at 2.45 British Hotel,  
Bangor  
SHIRTCLIFF, WILLIAM JOHN, Scarborough, Painter Feb 16  
at 4 Off Rec, 74, Newborough, Scarborough  
SLACK, EDWIN CHARLES WELLSLEY, Fakenham, Norfolk,  
Clothing Feb 16 at 1 Off Rec, 8, King st, Norwich  
SNELLING, EDWARD WALTER, Norwich, Builder Feb 16 at  
12.30 Off Rec, 8, King st, Norwich  
TOBERNINE, DMITRI, Salisbury House, London wall Feb 16  
at 12 Bankruptcy bldg, Carey st  
TERR, HENRY, St Mary Church, Torquay, Schoolmaster  
Feb 29 at 10.30 Off Rec, 9, Bedford circus, Exeter  
THORNE, HERBERT THOMAS, Yeovil, Commercial Clerk  
Feb 16 at 12.30 10, Hammet st, Taunton  
WARREN, ARTHUR WILLIAM, Sotterley, Suffolk, Innkeeper  
Feb 16 at 12 Off Rec, 8, King st, Norwich  
WEBSTER, SAMUEL, Helliand, Northampton, Farmer Feb  
16 at 12.15 Off Rec, Bridge st, Northampton  
WILLMOTT, OLIVER, Wolverhampton, Assistant School-  
master Feb 16 at 11 Off Rec, Wolverhampton

**SOLICITORS' EXAMINATIONS.**—Mr  
THOMAS R. FROST, Solicitor, COACHES can-  
didates for the Preliminary, Intermediate, and Final  
Examinations, in class or by correspondence.—For par-  
ticulars apply Thomas R. Frost, Grosvenor-mansions,  
82, Victoria-street, London, S.W.

**LAW.**—Efficient General Clerk (25), Cer-  
tified Shorthand—Typist, wishing to improve  
present position, seeks Assistant Conveyancing Clerkship  
or Articles with small salary in good office; not afraid of  
work; 5 1/2 years' experience; excellent references.—LWX,  
44, Monson-road, Tunbridge Wells.

**SITUATION WANTED.**—Expert Typist,  
Shorthand, Copying, Engraving, and Tracing; aged  
30; abstainer; salary 42s. per week.—TARRAN, 27, Faunce-  
street, Kennington.

**LAW.**—GREAT SAVING.—For prompt  
payment 25 per cent. will be taken off the following  
writing charges:—

	s.	d.
Abstracts Copied	...	0 8 per sheet.
Briefs and Drafts	...	2 8 per 20 folios.
Deeds Bound Hand	...	0 2 per folio.
Deeds Abstracted	...	0 2 per sheet.
Full Copies	...	0 2 per folio.

PAPER.—Foolscap, 1d. per sheet; Draft, 1d. ditto  
Parchment, 1s. 6d. to 3s. 6d. per skin.

KERR & LANHAM, 16, Fumival-street, Holborn, E.C.

**LAW BOOKS at GREAT REDUCTIONS!!**  
—All kinds of Law, Commercial, and other Books  
supplied. Mostly LATEST EDITIONS. State wants.  
Send for List. New Books at 20 per cent. Discount. Sent  
on approval. BOOKS BOUGHT.—W. & G. FORT, 135,  
Charing Cross-road, W.C.

**MASKELYNE and DEVANT'S**  
MYSTERIES, St. George's Hall.—Daily at 8 and 6.  
Great success of THE MAGICIAN'S HEART, by M.  
Maskelyne (evenings only). £1,000 GHOST MENTAL  
MAGNETISM. Mr. J. N. MASKELYNE and Mr.  
DEVANT at both performances. Seats 1s. to 5s.; children  
half-price. 'Phone, 1545 Mayfair.

## COMMISSION on LIFE POLICIES.

No question as to Commission can arise with the

### EQUITABLE LIFE ASSURANCE SOCIETY,

which **PAYS NO COMMISSION** to Agents, but gives its Members the direct  
benefit of the large sums thus saved. The Society consequently pays remarkably  
high Bonuses.

FOR MORE THAN A CENTURY THE CLAIMS  
PAID BY THIS SOCIETY HAVE BEEN  
(ON THE AVERAGE) MORE THAN DOUBLED  
BY THE ADDITION OF BONUSES.

For copy of Prospectus and other information apply to the—

**EQUITABLE**  
**Life Assurance Society,**  
MANSION HOUSE STREET, LONDON, E.C.

FUNDS EXCEED 4 1/2 MILLIONS.

**BOROUGH OF CHELMSFORD.****APPOINTMENT OF TOWN CLERK.**

The TOWN COUNCIL of CHELMSFORD invite applications for the TOWN CLERKSHIP of the Borough of Chelmsford. The person appointed will also be Clerk to the Education Committee and to the Joint Sewerage Committee. He will also be required to keep the Borough and Urban District Accounts.

The gentleman appointed must devote his whole time to the work of the Corporation and be a Certificated Solicitor, who has had good experience in municipal work, capable of carrying out all the duties of the before-mentioned offices and all the legal work of the Corporation.

A Principal, Second, and Junior Clerk, with office accommodation, will be provided by the Town Council.

The salary (which is to include all legal work) will be £350 a year, rising by annual increments of £10 to £400. Security for £500 in an approved Guarantee Society must be given.

The gentleman appointed will be required to commence his duties on the 1st June, 1907.

Further particulars may be obtained on application to the Town Clerk.

Applications, with copies of three recent testimonials, to be delivered at the Town Clerk's Office, 18, London-road, Chelmsford, not later than Saturday, 2nd March, 1907, marked "Town Clerkship."

By Order, THOS. DIXON,  
Chelmsford, 7th February, 1907. Town Clerk.

**STRAND (opposite Law Courts).—**Two Light Offices on the First Floor of a well-lighted building, decorated ready for occupation; rent £35 per annum.—Apply to Messrs. DAVID BURNETT & Co., 15, Nicholas-lane, E.C.

**MANAGING CLERK Wanted (unadmitted)** in Solicitor's Office; general practice; must be thoroughly competent in Common Law, Probate, Bills, and general management.—Apply, by letter, to M. S., care of Street's, 8, Serle-street, London, W.C.

**GOOD COMMISSION PAID** to Solicitors and others for introducing Clients who will invest in Industrial Business.—Write GENUINE, care of Advertising Offices, 10, High Holborn.

**TO SOLICITORS or INVESTORS.**—Mortgage £2,500 Required at 5 per cent. on Leasehold Property producing net rentals £329 per annum; solicitors or principals only treated with; solicitors introducing capital can act for mortgagors.—Address, in first instance, to OWEN, Box 100, "Solicitors' Journal and Weekly Reporter" Office, 27, Chancery-lane, London.

**£18,000 to INVEST** in good Mortgage Security; can be divided.—Full particulars to Messrs. MATCH & Co., 7, Beilgrave-road, Euston-square, S.W.

**£500-£5,000.**—Sixty-three Officers and Gentlemen Require Out-of-door Occupations, or Active Employment in Profit-earning Concerns; no new business scheme or invention, however promising, need apply.—Major F. E. V. TAYLOR, The Officers' Employment Bureau, 14, Belfast-chambers, Bank-street, Regent-street.

**MONEY**—FROM £50 to £5,000.—Would any responsible Gentleman, in Town or Country, be willing to pay a fair rate of interest for an **IMMEDIATE ADVANCE OF CASH** upon their own **PROMISSORY NOTE**, without Security, Publicity, or fees, and strictly private.

Call or write to the Actual Lenders,  
**J. WESTON & CO.,**  
PRIVATE BANKERS,

**30 & 31, DUKE STREET, PICCADILLY, LONDON, W.**

**MORTGAGE INVESTMENTS.**—Messrs. MAY & ROWDEN have decided to develop further this class of business, and will therefore be glad to see both Borrowers and Lenders; only good-class securities dealt with; no flats or weekly property.—Offices: 27, Maddox-street, W.

**THE REVERSIONARY INTEREST SOCIETY, LIMITED**  
(ESTABLISHED 1823).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests and Life Policies, and Advance Money upon these Securities.

Paid-up Share and Debenture Capital, £237,525.

The Society has moved from 17, King's Arms-yard to  
**30, COLEMAN STREET, E.C.**

**EQUITABLE REVERSIONARY INTEREST SOCIETY, Limited.**  
10, LANCASTER PLACE, STRAND, W.C.  
ESTABLISHED 1828. CAPITAL, £500,000.

Reversions and Life Interests in Landed or Funded Property or other Securities and Annuities PURCHASED or LOANS granted thereon.

Interest on Loans may be Capitalised.

C. H. CLAYTON, } Joint  
F. H. CLAYTON, } Secretaries.

NOW READY. Price 4/- net.  
**A PRACTICAL GUIDE TO THE DEATH DUTIES**  
AND THE PREPARATION OF  
**DEATH DUTY ACCOUNTS.**

By **CHARLES BEATTY,**  
Solicitor of the Estate Duty Office, Somerset House.

London: EFFINGHAM WILSON, 54, Threadneedle-street, E.C.

**REEVES & TURNER,**  
LAW BOOKSELLERS AND PUBLISHERS.

*Literatures Valued or Purchased.*

Large Stock of Second-hand Reports and Text-books always on Sale.

**8, Broom's Buildings, Chancery Lane, E.C.,**  
FORMERLY OF 100, CHANCERY LANE AND CARRY STREET.

NOW READY, 20th Edition (1907), 6s. net.

**MY LAWYER:**

The Up-to-Date Adviser on Law in all its branches  
(Authorities and Statutes cited.)

*Concise Forms of Agreements, Notices, Wills, &c.*  
By a BARRISTER-AT-LAW.

London: EFFINGHAM WILSON, 54, Threadneedle-street.

**FOR SALE.**

**Weekly Reporter (The),** 1852 to 1892, Vols. 1 to 40, good half calf, £25.

1872 to 1906, Vols. 21 to 54, good half calf, £24.  
Vols. 5 to 19, £3 15s.; Vols. 2 to 16, £2; Vols. 23 to 43, £2 10s.; and others from 7s. 6d. per Vol.

**THE KELLY LAW-BOOK COMPANY, Ltd.,**  
CAREY STREET, CHANCERY LANE, W.C.

\* Law Libraries Purchased or Valued; Licensed Valuers.

**LONDON GUARANTEE AND ACCIDENT COMPANY (LIMITED).**

The Company's Bonds Accepted by the High Court as SECURITY for RECEIVERS, LIQUIDATORS and ADMINISTRATORS, for COSTS in Actions where security is ordered to be given by the Board of Trade for OFFICIALS under the Bankruptcy Act, and by the Scotch Courts, &c., &c.

Guarantees given in the Inland Revenue, Excise, and all other GOVERNMENT Departments.

Special facilities to avoid delay in completion of security in Chancery and Bankruptcy Cases.

**EMPLOYERS' LIABILITY.**  
The responsibility of Employers under the Workmen's Compensation Act, 1897, the Employers' Liability Act, 1880, and at Common Law insured against.

Applications for Agencies invited.

S. L. ANDERSON, } Joint  
W. R. STRONG, F.I.A., } Secretaries.  
61, Moorgate-street, London, E.C.

**PHENIX ASSURANCE CO., Ltd.**

**PHENIX FIRE OFFICE,**

ESTABLISHED 1732.

19, Lombard Street, & 57, Charing Cross, London.

Lowest Current Rates.

Liberal and Prompt Settlements.

Assured free of all Liability.

Electric Lighting Rules supplied.

**LAW PARTNERSHIPS & SUCCESSIONS**

For Vacancies for, or introductions to the above, apply to  
**J. HARGROVE SMITH,**

The old-established PARTNERSHIP AGENT.

LAW COSTS DRAFTSMAN, & ACCOUNTANT

**61 & 62, CHANCERY LANE, W.C.**

SHORTHAND CLERK Offered Articles and Salary by City Solicitor.

**BRAND'S ESSENCE**

OF  
**BEEF,**

ALSO OF

**CHICKEN, MUTTON, and VEAL,**

FOR

**INVALIDS.**

Price Lists of Invalid Preparations free on application to

**BRAND & CO., Ltd., MAYFAIR, W.**



Tel. 227 Mayfair.

Est. nearly Quarter of a Century.

**W. EVANS & CO.,**

Under the same Proprietorship and Management since the House was founded. No connection with any other firm.

"TRUTH" says:—"Our latest discovery in Tailoring is Evans, 77, Great Portland-street, W., who can actually fit."

We keep a choice and varied stock of materials for Town and Country wear at prices strictly moderate compatible with first-class workmanship.

Please note only address—

**77, Great Portland St., LONDON, W.**

Morning Coat from £2 5 0 Lounge Suits from £3 2  
Riding Breeches „ 1 19 6 Evening Dress Suit „ 5 5

**19th CENTURY BUILDING SOCIETY,**

ADELAIDE PLACE, LONDON BRIDGE, E.C.  
Assets „ „ „ £162,000.

CHAIRMAN

SIR HENRY WALDEMAR LAWRENCE, BART., J.P.,  
2, Mitre-court-buildings, Temple, E.C.

Prompt and Liberal Advances to Purchase, Build, or Improve Freehold, Leasehold, or Copyhold Property.

Borrowers Interest 4 per cent. Monthly repayments, which include Principal, Premium, and Interest for each £100: 10 years, £1 1s. 1d.; 12 years, 15s. 6d.; 15 years, 15s. 6d.; 18 years, 14s. 2d.; 21 years, 12s. 11d. Survey Fee to £500, half-a-guinea.

Prospectus free of

**CHARLES A. PRICE Manager.**

Telephone: 602 Holborn.

**EDE, SON AND RAVENSCROFT**

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

**ROBE COURT**  
**MAKERS. TAILORS.**

To H.M. THE KING & H.M. THE QUEEN.

**SOLICITORS' GOWNS.**

LEVEE SUITS IN CLOTH & VELVET.

Wigs for Registrars, Town Clerks, & Coroners.

**CORPORATION & UNIVERSITY GOWNS.**

**93 & 94, CHANCERY LANE, LONDON.**

The Companies Acts, 1862 to 1900.

BY  AUTHORITY

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in Stock for immediate use.  
SHAW CERTIFICATES, DEBENTURES, &c., engraved and printed. OFFICIAL SEALS designed and executed.

**Solicitors' Account Books.**

**RICHARD FLINT & CO.,**

Stationers, Printers, Engravers, Registration Agents, &c.,  
49, FLEET STREET, LONDON, E.C. (corner of Serjeants' Inn).

Annual and other Returns Stamped and Filed.

**THE LONDON AND WESTMINSTER LOAN & DISCOUNT COMPANY (Ltd.)** (Est. 1856).  
Offices: 63, St. Martin's-lane, W.C., & 43, London Wall, E.C.

ADVANCE MONEY on personal security, furniture, leases, life policies, &c., repayable, INCLUDING INTEREST:

£10 One Year, Weekly	£0 4 4	Monthly	£0 19 3
£20 "	£0 8 6	"	£1 17 6
£30 "	£0 12 8	"	£2 16 3
£50 "	£1 1 2	"	£4 13 9
£100 "	£2 3 4	"	£9 7 6

Larger sums in proportion. Moderate rates for bills of sale. Prospectus free on application to Secretary (No Agents.)

Grateful—Comforting.

**EPPS'S COCOA**

A welcome delicacy for

Breakfast and Supper.

